

Contract ID#: S82001-045CFPW15000046
Department: Public Works**CF (Capital)****E178-15 CF****Contract Details**SERVICE Five Towns Drainage StudyNIFS ID #: CFPW15000046 NIFS Entry Date: 8/31/15 Term: from Sept, 2015 to Sept, 2017

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name: URS Corporation - New York	Vendor ID# 11-1445800
Address: 1 Penn Plaza, Suite 600 New York, NY 10119	Contact Person: William Marman
	Phone (212)-896-0390

County Department
Department Contact: Sean Salie, Planner Supervisor, Nassau County Department of Public Works
Address: 1195 Prospect Avenue, Westbury NY 11590
Phone: 516-571-9342

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	8/31/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	8/31/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	9/1/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
9/1/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	9/1/15	[Signature]	
9/1/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	9/1/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	9/2/15	Concetta A. Petrucci	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	SEP 2 2015		
	Comptroller	NIFS Approval <input type="checkbox"/>			
9/2/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	9/2/15	[Signature]	



Contract Summary

Description: The proposed Five Towns Drainage Study documents and map the stormwater drainage infrastructure systems in the Five-Towns peninsula, identify system limitations and provides recommendations for system improvements to mitigate stormwater and tidal flooding.

Purpose: The proposed Five Towns Drainage Study is primarily funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery. The goal of the Five Towns Drainage Study is to provide necessary data to reduce flood damages and risks to the people of the villages and hamlets in the southwestern portion of Nassau County commonly referred to as the Five Towns. These villages and hamlets are the Villages of Cedarhurst, Lawrence, Hewlett Harbor, Hewlett Neck, Hewlett Bay Park and Woodburgh and the Hamlets of Woodmere, Hewlett, and Inwood. The report produced will document and map the stormwater drainage infrastructure systems in the region, identify system limitations and provide recommendations for system improvement to mitigate stormwater and tidal flooding.

Method of Procurement: RFP

Procurement History: On June 13, 2014, the Nassau County Department of Public Works issued an RFP for planning and engineering services. Proposals were due on July 18, 2014. The RFP was posted on eProcurement and notice in Newsday and the NYS Contract Reporter. Two addendums to the RFP were issued on June 21, 2014 and July 3, 2014, respectively. Six (6) firms submitted proposals: D&B Engineers and Architects, P.C., H2M Architects & Engineers, L.K. McLean Associates, P.C., O'Connor-Petito, LLP, The RBA Group and URS. Proposals were reviewed by a five (5) person selection committee that resulted in the URS technical proposal being scored the highest (see attached Selection Justification Memorandum).

Description of General Provisions: URS will inventory existing drainage infrastructure (collection, conveyance and discharge), analyze the system/network and prepare a comprehensive and actionable set of recommendations for system improvements. URS will also prepare a Hydraulic and Hydrologic (H&H) model to analyze potential future condition scenarios to assist in stormwater capital funding and project prioritization.

Impact on Funding / Price Analysis: The project is being conducted pursuant to a Subrecipient Agreement between the County and the New York State Housing Trust Fund Corporation/Governor's Office of Storm Recover (executed on October 21, 2014) for the allocation and utilization of HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) funds. The total cost of the study/contract is \$1,206,384 of which \$1,085,575 (90% of contract cost) is funded through the CDBG-DR program.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	82
Resp:	001
Object:	002
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ 120,809
Federal (CDBG-DR)	\$ 1,085,575
State	\$
Capital	\$
Other	\$
TOTAL	\$1,206,384

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP00002	\$1,206,384
2	82001 54001	\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$1,206,384

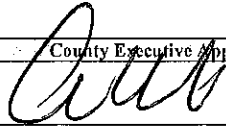
Document Prepared By: Sean Sallie, AICP, Planning Supervisor, NCDPW

Date: August 31, 2015

Contract ID#: _____



Department: Public Works

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name	
Name		Name		Date	9/2/15
Date		Date		(For Office Use Only)	
				E #:	

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PUBLIC WORKS AND URS
CORPORATION-NEW YORK

WHEREAS, the County has negotiated a personal services agreement
with URS Corporation-New York for the Five Towns Drainage Study, a
copy of which is on file with the Clerk of the Legislature; now, therefore, be
it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with URS Corporation-New York

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: URS Corporation – New York

CONTRACTOR ADDRESS: 1 Penn Plaza, Suite 600, New York, NY 10119

FEDERAL TAX ID #: 11-1445800

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

On June 13, 2014, the Nassau County Department of Public Works issued an RFP for planning and engineering services (PW-S8200104S). Proposals were due on July 18, 2014. The RFP was posted on eProcurement and notice in Newsday and the NYS Contract Reporter. Two addendums to the RFP were issued on June 21, 2014 and July 3, 2014, respectively. Six (6) firms submitted proposals: D&B Engineers and Architects, P.C., H2M Architects & Engineers, L.K. McLean Associates, P.C., O'Connor-Petito, LLP, The RBA Group and URS. Proposals were reviewed by a five (5) person selection committee from the Department of Public Works that resulted in the URS technical proposal being scored the highest. The evaluation committee consisted of: Richard Millet, Deputy Commissioner, Kenneth Arnold, P.E., Assistant to the Commissioner, Rakhal Maitra, P.E., Assistant to the Deputy Commissioner, Sean Sallie, Planning Division Supervisor and Timothy Kelly, Hydrogeologist III.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP

(copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

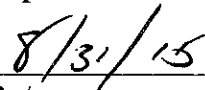
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff-summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM URS Corporation - New York One Penn Plaza, Suite 600 New York, NY 10119
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other
Limits
Defense Included :

Nassau County, New York State, the New York State Housing Trust Fund Corporation ("HTFC") and the Governor's Office of Storm Recovery ("GOSR") are named as additional insured for GL, AL and Umbrella coverages, but only as respects work performed by or on behalf of the named insured. This Insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL, Umbrella, and Professional Liability coverages.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: August 28, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract: Five Towns Drainage Study

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
Professional engineering services for the preparation of a drainage study for the Five Towns area of Nassau County.
2. The work involves the following:
The firm will be responsible for producing a report that details existing drainage infrastructure (County and local municipal systems) limitations and recommendations for system improvements to mitigate stormwater and tidal flooding in the Five Towns area of Nassau County. The firm will be tasked with modeling the multi-jurisdictional stormwater collection system, using CAD and mobile GIS technology, and comparing system capacity with existing and projected future runoff volumes generated by various design storms. The firm will then be tasked with proposing several alternative solutions to mitigate system limitations in flood-prone areas.
3. An estimate of the cost is: \$1,200,000.00
4. An estimate of the duration is: Twelve (12) to eighteen (18) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:SS:pl

- c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Satish Sood, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Sean Sallie, Planner Supervisor





NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590 - 2723

MEMORANDUM

Date: September 19, 2014
To: Rob Walker, Chief Deputy County Executive
From: Department of Public Works
Re: Selection Committee Recommendation
Five Towns Drainage Study Proposals
RFP# PW-S8200104S

INTRODUCTION

On June 13, 2014, the Nassau County Department of Public Works (DPW) issued a Request for Proposals (the "RFP"), the purpose of which was to receive proposals from professional engineering and related consulting services for the preparation of a drainage study (analysis, evaluation and recommendations) in the Five Towns region of southwest Nassau County. Notice of the RFP was published in Newsday, the New York State Contract Reporter and was made available on the County's eProcurement webpage. Addenda to the RFP were issued on June 21, 2014 (Addendum #1) and July 3, 2014 (Addendum #2). On July 18, 2014, proposals from six (6) entities were received. A list of proposals, in alphabetical order of the prime consultant, is provided below:

- 1) Dvirka and Bartilucci Consulting Engineers ("D&B")
- 2) H2M Architects and Engineers ("H2M")
- 3) L.K. McLean Associates, P.C.
- 4) O'Connor-Petito, LLP
- 5) The RBA Group
- 6) URS Corporation ("URS")

An RFP evaluation and selection committee (the "Committee") was formed and was comprised of the following personnel from DPW:

- Richard Millet, Deputy Commissioner
- Ken Arnold, P.E., Assistant to the Commissioner
- Rakhal Maitra, P.E., Assistant to the Deputy Commissioner
- Sean Sallie, AICP, Planning Supervisor
- Timothy Kelly, Hydrogeologist III

SELECTION COMMITTEE REVIEW PROCESS

The Committee was provided hard copies of the technical proposals and score sheet template on July 25, 2014. A meeting was held on August 25th, 2014 to discuss and rank the technical proposals. The Committee tabulated the individual scores to establish a combined technical proposal score and ordinal rank (1 representing the highest scoring proposal; 6 representing the lowest scoring technical proposal) [see Table 1]. After tabulating the combined technical proposal score and establishing ranking order, the Committee proceeded to open and evaluate the cost proposals based on the *cost per technical score point*. On September 2, 2014, the Committee interviewed URS, the top-ranked respondent, to discuss the project outreach task, coordination with local and State stakeholders and proposed project schedule. Subsequent to holding the interview, the Committee initiated price negotiations with URS and ultimately requested a Best and Final Offer ("BAFO"). On September 15, 2014, URS submitted its BAFO for consideration by the Committee. The six (6) firm cost comparison was updated accordingly [see Table 2].

Table 1
Technical Proposal Ranking Matrix

Technical Proposals							
EVALUATION CRITERIA		FIRMS / PROPOSALS					
RATING CRITERIA	Max VALUE (combined score)	CH2M	ERM	FLYNN	GO CONSULT	HGA	URS
Experience of the Firm, and sub-consultants, in assignments of similar size, scope and complexity, including stormwater and flood mitigation projects.	125	108	105	105	102	93	113
Experience of key personnel in assignments of similar size, scope and complexity.	125	100	100	100	95	92	113
The Firm's proposed project organization, schedule, technical approach and understanding of the project.	100	90	88	89	88	83	94
Firm's proposed project schedule and availability of key personnel to meet the schedule.	50	40	38	40	39	30	42
Firm's previous experience with municipal clients.	50	48	47	46	45	41	49
Firm and sub-consultant's specific expertise and experience working on regional flood mitigation projects.	50	45	46	45	43	43	50
Total Technical Score	500 Points	430	435	410	403	386	463
SCORING RANK	1 - Highest / 6 - Lowest	3	2	4	5	6	1

Table 2
Respondent Cost Proposals

Cost Proposals							
EVALUATION CRITERIA		FIRMS / PROPOSALS					
RATING CRITERIA	Max VALUE (combined score)	CH2M	ERM	FLYNN	GO CONSULT	HGA	URS
Total Technical Score	500 Points	430	435	410	403	386	463
TECHNICAL SCORING RANK	1 - Highest / 6 - Lowest	3	2	4	5	6	1
COST PROPOSAL		\$1,104,023.00	\$1,335,223.00	\$835,124.00	\$1,047,210.00	\$711,401.00	\$1,206,384.00
Cost/Technical Evaluation Point (*)		\$2,567.51	\$3,090.37	\$2,036.93	\$2,598.51	\$1,842.77	\$2,605.58

(*) Cost evaluation method recommended in the 2004 Nassau County Procurement Policy/Procedure County Wide Policy# CE-01[Section III. Request for Proposals].

The Committee found that URS provided the most comprehensive and responsive proposal. URS demonstrated a wealth of experience in stormwater system evaluation and designing flood mitigation measures in Nassau County and throughout the region. URS provided a superior technical approach and project organization that includes a robust process for coordinating and sharing information with the local municipalities as well as involved State and federal agencies. The firm also provided evidence of extensive staff experience in drainage and mitigation projects in the vicinity of southwest Nassau County. Given the complex structure, organization and interplay of project tasks (Mandatory and Contingency Tasks), URS provided comprehensive information and recommendations on project phasing and sequencing. Firms that had significantly lower cost proposals were found to be missing one or more critical scope components, such as: resources and experience dedicated to public outreach and community engagement, acknowledgement and proposed analysis of flood-prone areas specifically referenced in the RFP, and field work and related research needed to sufficiently evaluate the existing municipal drainage systems. The Committee concluded that the URS proposal has the greatest likelihood of leading to fundable flood mitigation projects that will result in an increase in the quality of life for the residents of the Five Towns region.

CONSISTENCY WITH COUNTY PROCUREMENT POLICY

As mentioned earlier, the Department of Public Works formed a five (5) member Committee made up of professional engineers, planners and hydrogeologists. Technical proposals were scored and ranked based on the evaluation criteria included in the RFP and a highest-ranked technical proposal was identified. The Committee decided to consider the cost proposals of all six (6) respondents. The price proposals were compared in terms of *price per technical evaluation point*. Cost proposals were then ranked from the lowest to highest *price per technical evaluation point*. Respondent's cost proposals were also compared to the cost estimates generated by the Department¹ (See Attached RTI - Task 2.1 Mandatory Tasks) and the Governor's Office of Storm Recovery (Five Towns Community Reconstruction Plan Project Cost Estimate Worksheet - Task 2.2 Additional & Contingency Services). The Committee's cost analysis revealed that URS, exhibiting the highest technical score, had the second-lowest *price per technical evaluation point* of the three highest-ranked technical proposals. Its price per technical evaluation point was significantly lower than the second-ranked firm, but slightly higher than the third-ranked firm [see Table 2 above]. As such, the Committee entered into price negotiations with URS. Negotiations resulted in URS reducing its aggregate cost proposal by 9%. The URS BAFO is nearly 16% lower than the cost proposal submitted by the second technically-ranked firm (H2M). Given the superior technical quality of the URS proposal, the Committee agreed that the negotiated price is reasonable and will provide the greatest value to the County.

¹ It should be noted that the price estimate cited in the Department's Request to Initiate Form (RTI), completed in January 28, 2014, did not consider RFP Task 2.1(III) that was added subsequent to the March, 2014 release of the NY Rising Five Towns Community Reconstruction Plan.

SUMMARY OF ACTIVITIES

1. January 28, 2014 - Nassau County Request to Initiate Form (RTI) completed, including initial cost estimate.
2. March 2014 release of the NY Rising Five Towns Community Reconstruction Plan, including cost estimate.
3. June 10, 2014 Environmental Review Record Exemption Form Completion
4. June 13, 2014 - RFP Published Publicly
5. June 21, 2014 (Addendum #1) and July 3, 2014 (Addendum #2)
6. July 18, 2014 - Proposal submittal due
7. July 25, 2014 - Selection Committee Meeting
8. August 25, 2014 - Selection Committee Combined Scoring Meeting
9. September 2, 2014 - URS interview by Selection Committee
10. September 15, 2014 - URS BAFO
11. September 19, 2014 - Recommendation to funding to the State

JUSTIFICATION

The proposed Five Towns Drainage Study was bid out as a competitive RFP following 24 CFR Part 85.36 and the costs are reasonable due to:

1. Estimate of costs was established prior to opening the bids (January 28, 2014 and March 2014 cost estimates, June 13, 2014 - RFP Published Publicly).
2. The award recommendation is being made to the proposal with the highest technical score and lowest price per technical evaluation point of the two highest technical-ranked proposals.
3. In accordance to the requirements of a competitive bid proposal in 24 CFR part 85.36, the award recommendation is being made to the most responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

RECOMMENDATION

Based on the technical and cost evaluation described above, the Committee recommends that the County move forward with contract negotiations with URS for the preparation of the Five Towns Drainage Study. The Committee is prepared to discuss its recommendation in further detail at your convenience. Thank you.



Shila Shah-Gavnaudias, P.E.
Commissioner

c; Richard P. Millet, Chief Deputy Commissioner
Kenneth G. Arnold, P.E., Assistant to the Commissioner
Rakhal Maitra, P.E., Assistant to the Deputy Commissioner
Sean E. Sallie, AICP, Planning Supervisor

APPROVED:

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

Richard R. Walker
Chief Deputy County Executive

Date

REQUEST TO INITIATE

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☐ RFP ☐ RFBC ☐ In-House Work Order

Project Title: FIVE TOWNS Drainage Study

Department: Public Works Project Manager: Bill Bottenhake Date: _____

Service Requested: Study the issues related to the ongoing flooding

Justification: Mitigate and Hardening

Requested by: _____
Department/Agency/Office: _____

Project Cost for this Phase/Contract: (Plan) Design/Construction/CM/Equipment \$ 240,000
Circle appropriate phase

Total Project Cost: _____ Date Start Work: _____ Duration: _____
Includes, design, construction and etc. Phase being requested Phase being requested

Capital Funding Approval: ☒ YES ☐ NO [Signature]
SIGNATURE DATE

Funding Allocation (Capital Project): 82001 - 8m
See Attached Sheet if multiple ☒

NIFS Entered: [Signature] DATE: _____ AIM Entered: [Signature] 1-28-14
SIGNATURE DATE SIGNATURE DATE

Funding Code: 0200 SAN001 Timesheet Code: 14-1311 SAN001
use this on all encumbrances use this on timesheets

Department Head Approval: ☒ YES ☐ NO [Signature]
SIGNATURE

DCE/Ops Approval: ☐ YES ☐ NO [Signature]
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet ☐

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

DCE/Ops Approval: YES NO Signature _____



Work Order
14-1311
Status: OPEN

Work Order Assignment Report


Work Order			
Description:	FIVE TOWNS DRAINAGE STUDY. STUDY THE ISSUES RELATED TO THE ONGOING FLOODING	Created By:	ASATCHELL
		Date Created:	Jan 28, 2014 12:36 PM
		Desired Date:	
		Customer Request:	
Type:	CPA (CAPITAL PLANNING & ASSESSMENT)	Category:	CAPITAL RENEWAL (CAPITAL RENEWAL; ALLOWING CONSTRUCTION (DEFERRED MAINTENANCE) PROJECTS TO BE POSTPONED UNTIL FUNDS ARE AVAILABLE.)
Project:		Problem Code:	
Organization			
Organization:	PW01 (HIGHWAYS AND ENGINEERING)		
Requestor:	wbottenhofer (null)		
Contact:	WILLIAM A BOTTENHOFER		
Contact Email:	wbottenhofer@nassaucountyny.gov	Contact Phone:	571-6916
Property			
Region:	ROAD MAINT (ROAD MAINTENANCE)	Facility:	COUNTY WIDE (COUNTY WIDE)
Property:	NC PROPERTIES (NASSAU COUNTY PROPERTIES WITHIN THIS TOWN)		
Shop			
Shop Person:		Shop:	

Phase Assignment



Phase
SAN001
Status: OPEN

Phase			
Description:	FIVE TOWNS DRAINAGE STUDY. STUDY THE ISSUES RELATED TO THE ONGOING FLOODING	Created By:	ASATCHELL
		Date Created:	Jan 28, 2014 12:36 PM
		Estimated Start:	
		Estimated End:	
Location:		Priority:	3
Shop:	DPWHQ-CIVL ENG DRAIN DZGN (DPWHQ-CIVIL SITE ENGINEERING DRAINAGE DESIGN)	Funding Source:	Work Order
Work Code:	CAPITAL	Work Code Group:	
Equipment			
Equipment:		Equipment Group:	
Asset Tag:		Asset Type:	
Contractor			
Contractor:		Contract Type:	
Phone:		Contract:	
Address:			
Shop Assignments			

Shop Person:	WBOTTENHOFER (WILLIAM BOTTENHOFER)			 * W B O T T E N H O F E R *
Primary:		Certified:	No	
Assigned By:	ASATCHELL	Assigned Date:	Jan 28, 2014	

Other

Extra Descriptions	
Work Order Extra Description:	
Phase Extra Description:	

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

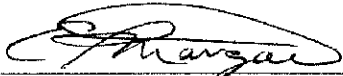
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Not Applicable

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not Applicable

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Not Applicable

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

Not Applicable

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

Not Applicable

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/28/15

Signed: TJ Clancy

Print Name: Thomas J Clancy

Title: CEO-Professional Engineering

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Thomas J Clancy CEO Professional Engineering
Name and Title of Authorized Representative

m/d/yy

TL Clancy
Signature

8/28/15
Date

URS Corporation - New York
Name of Organization

One Penn Plaza Suite 600 New York, NY 10119
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Nassau County, NEW YORK

Contract for Services

For

Five Towns Drainage Study

New York State Governor's Office of Storm Recovery (GOSR)-Funded
Disaster Recovery

September, 2015

A project funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

Table of Contents

Exhibit A	Detailed Scope and Budget
Exhibit B	Project Timeline
Exhibit C	Study Area Map
Appendix A	Contract for Services
Appendix B	Payment Schedule
Appendix C	Disclosure Statement
Appendix D	Standards for Public Outreach and Meetings
Appendix E	Standards for Preparing and Submitting Deliverables
Appendix F	Program Description and Staffing
Appendix G	Business History Form
Appendix H	Principal Questionnaire Form
Appendix I	Certificate of Compliance
Appendix J	Equal Employment Opportunities for Minorities and Women
Appendix K	Nassau County GIS Basemap License Agreement
Appendix L	Exhibit E Supplementary Conditions for Contracts (7/6/15)
Part I – Required Federal Provisions	
Part II – Required State Provisions	
Part III – Insurance	
Part IV – Reporting	
Appendix M	Executive Order No. 2 – 2015
Appendix N	County Of Nassau Consultants, Contractor’s And Vendor’s Disclosure Form

Exhibit A

Detailed Scope and Budget Five Towns Drainage Study Basic Services of the Firm

I. SCOPE OF SERVICES

INTRODUCTION

The area in southwestern Nassau County, generally known as the “Five Towns”, is home to more than 49,000 residents and consists of a total of nine villages and hamlets, including the Villages of Cedarhurst, Lawrence, Hewlett Harbor, Hewlett Bay Park, Hewlett Neck and Woodsburgh, and the unincorporated areas of Hewlett, Inwood, and Woodmere. Unincorporated areas of the Five Towns are located in the Town of Hempstead. The area is located at the head of the Far Rockaway Peninsula and is bound by Reynolds Channel, Jamaica Bay and numerous tidal creeks and navigable canals. Land use is predominantly single-family residential, but also consists of commercial/retail, light industrial and parkland/open space. Main thoroughfares that provide access to the peninsula include Peninsula Boulevard (County), West Broadway (County), Broadway (County), Rockaway Turnpike (County) and Nassau Expressway (County / State). The region is also accessible from the south via the Atlantic Beach Bridge (toll bridge).

Stormwater infrastructure consists of separate municipal separate storm sewer systems (MS4) under the jurisdiction and maintenance responsibility of the respective municipality (County, village or town). In some cases, the individual systems are interconnected and mutually contribute stormwater to a single outfall. Private properties are required to maintain stormwater onsite and retention volume is governed by a local municipal ordinance and in some cases, by the Nassau County Department of Public Works. Older commercial and industrial properties are generally brought into compliance with onsite drainage requirements during the design review process triggered by an expansion or redevelopment building permit application.

Superstorm Sandy in October of 2012 accentuated the susceptibility of the Five Towns to tidal and stormwater flooding. The storm surge of 6 to 11 feet caused significant tidal inundation of the drainage system which resulted in catastrophic inland flooding. While Superstorm Sandy was certainly considered a worst-case scenario, observation has revealed similar, yet less severe, flooding impacts during moderate to severe rainfall events, nor'easters and astronomical high tides.

Beginning in the fall of 2013, the New York Rising Community Reconstruction Program (CRP) conducted a community planning process that brought to light certain areas in the Five Towns that were severely damaged by flooding during Superstorm Sandy as well as areas that have historically flooded due to either tidal backflow, drain capacity/overflow, low points or a combination thereof. The CRP process culminated in a Five Towns Community Reconstruction Plan that identifies areas historically vulnerable to localized flooding and recommends that Community Development Block Grant – Disaster Recovery funding be allocated to certain drainage projects.

The purpose of this Scope of Work (SOW) is to prepare a Drainage Study Report (DSR) documenting existing municipal stormwater drainage conditions and identifying potential drainage improvement or flood mitigation projects.

GENERAL REQUIREMENTS

1. All data, reports and other materials produced under this Task Order are the property of Nassau County. All information, documents, correspondence, reports, conversations, meetings, etc. generated under this delivery order shall be used exclusively for executing this SOW and must have the County's approval before being released or used for any other purpose.
2. The Contractor shall coordinate with the County prior to the start of the analysis. The Contractor shall coordinate site visits with the County Point of Contact (POC).
3. The Contractor shall contact the County POC, at a minimum, on a monthly basis via phone/email to discuss the status of the project.
4. The Contractor shall prepare submittals as both hard copies and electronic files as outlined in the SOW.

TASK DESCRIPTIONS

Task 1 – Kickoff Meeting

Within the first fifteen days of contract award, the Contractor shall have a kickoff meeting with County representative and project staff including representatives from the primary subconsultants as well as the public outreach subconsultant.

Task 2 – Seawall Feasibility Study

Subtask 2.1 – Develop Conceptual Seawall Plan

The Contractor will develop a conceptual design based on up to five (5) typical wall sections of a seawall or other structure that would traverse the perimeter of the study area and extend one (1) foot higher than the maximum existing tidal elevation of Superstorm Sandy (2012), for those areas where the natural topography or other protective structures do not exceed that height. Tide gates at river crossings will be based on generic sector gates used for similar projects. Drainage costs associated with the line of protection will be based on the spacing of typical drainage outlets and engineering judgment. For the six major watersheds draining the area the analysis will be limited to the evaluations performed as part of the Municipal Storm Drainage System Evaluation (see Task 4). No specific flood routing will be performed beyond that conducted as part of Task 4. Existing topographic data and aerial imagery will be utilized.

Subtask 2.2 – Identify Real Estate Impacts

The extent of the proposed structure will be plotted on the Nassau County GIS map and portions that are on private or public properties (to the extent that such information is available on the NCGIS map) shall be identified.

Subtask 2.3 – Develop Preliminary Cost Estimate

An order-of-magnitude cost estimate for the line of protection will be developed. The cost estimate will be developed based on major cost items and estimated based on prevailing unit costs. Estimated costs will include typical percentages for Engineering and Design, Supervision and Administration, and Contingencies. Real estate costs will be developed using typical market value averages, agreed upon by the County. Operation and maintenance, and life cycle costs will be estimated based on similar coastal flood mitigation projects.

The costs shall be appropriately apportioned to each of the agencies or municipalities for their respective portions of the wall based overall length and height of the structure within a particular jurisdiction. Costs shall not be developed for or apportioned to individual private property owners.

Task 3 – Evaluate Stormwater Discharges and Outfalls

The Contractor shall evaluate each of the stormwater discharges/outfalls within the project area at the tidal interface as follows:

Subtask 3.1 – Outfall Data Collection

Collect digital and hardcopy information on outfalls in the project area from the County, local municipalities and County/State DOT and consolidate in GIS format.

Subtask 3.2 – Visual Inspection

Visually inspect up to 250 outfalls and terminal manholes, and note if the outfall includes tide gates or inline backflow preventers. Those outfalls with backflow prevention of questionable quality/performance shall be inspected or reinspected at high tide or as appropriate to determine if the backflow prevention is performing properly. Outfall locations shall be collected via GPS and portrayed in GIS format.

Subtask 3.3 – Verify Ownership

Verify ownership/jurisdictional responsibility of each outfall and attempt to resolve any disputed ownership via meetings within the jurisdiction, if necessary. Calculate total number of outfalls for each agency or owner.

Subtask 3.4 – Develop Cost Estimates

Develop a construction cost estimate to install or repair tide gates/backflow preventers at necessary locations. Results shall be detailed in tabular format, categorized by jurisdictional responsibility. Estimated costs will include typical percentages for Engineering and Design, Supervision and Administration, and Contingencies. Real estate costs will be developed using typical market value averages agreed upon by the County. Operation and maintenance, and life cycle costs will be estimated based on similar flood mitigation projects.

Task 4 – Evaluate Municipal Storm Drainage Systems

Subtask 4.1 - Identification of Inadequate Drainage (Piped) Systems

The Contractor shall utilize existing records, historical flooding areas and field investigations to determine the most critical locations where field investigations/surveys of existing sewer systems are warranted.

In addition to meeting with the local municipal engineers and Department of Public works staff to identify problem areas a series of three (3) public meetings will be conducted to solicit input from the public on areas of known drainage problems. Once problem areas are identified in the GIS system, the Contractor will review up to fifty (50) reported locations, and perform some local hydrologic and hydraulic computations to determine if the drainage lines are a choke point in the system.

Subtask 4.2 - Survey and Mapping of Elements of the Existing Drainage System

Drainage elements or areas identified in Subtask 4.1 shall be surveyed using GPS technology to obtain the X, Y and Z coordinates of existing storm manholes. Branch lines between individual inlets and the trunk line will not necessarily be surveyed. The data will be collected in a manner to maximize automation of downloading the data into the county GIS system.

Subtask 4.3 – Watershed Boundaries Delineation

Overlaying the piping network with the topographic data in the GIS, the Contractor will then delineate the watershed/MS4 boundaries for all the outfalls. The watersheds will be further subdivided as necessary to qualitatively evaluate areas of inadequate drainage. Interconnections should be identified and mapped to the extent the information is available.

Subtask 4.4 - Evaluate Municipal Storm Drainage Systems

Using the data collected in Subtasks 4.1-1.3, the Contractor shall evaluate all existing municipal storm drainage systems within the region's watershed(s), and develop potential improvements, to include collection, storage, recharge and maintenance, as described below. The evaluation should be conducted in coordination with Task 5 – H&H Study. In the event that Task 5 is not authorized, the evaluation shall be conducted for individual areas utilizing StormCADD.

Subtask 4.4.1 – Proposed Improvements

For areas identified as lacking adequate stormwater collection systems, the Contractor will develop one (1) proposed engineering solutions for each area.

Subtask 4.4.2 – Cost Estimates

For proposed solutions developed under Subtask 4.4.1, the Contractor shall develop rough construction estimates and design concepts for any potential improvements. Estimated costs will include typical percentages for Engineering and Design, Supervision and Administration, and Contingencies. Real estate costs will be developed using typical market value averages, agreed upon by the County. Operation and maintenance, and life cycle costs will be estimated based on similar flood mitigation projects.

Subtask 4.5 - Evaluate the Six Large Tributary Areas

The Contractor will evaluate the large tributary areas for the main drainage systems (Clear Stream, Valley Stream Brook, Doxey's Brook, Fosters Brook, Mott Creek, and Hook Creek) leading to and running through the project area. The Contractor will identify any problem areas and develop up to two (2) potential solutions for each area. The Contractor will determine if any undeveloped areas exist where stormwater runoff can be detained and/or recharged to reduce peak flow in the above noted drain systems. Under existing conditions flood levels along the open channel sections of the six large tributary areas are all controlled by tidal surge within the limits of the Five Town Communities.

The hydrology and hydraulics on these streams will primarily come into play only if there is a major rainfall event with little or no tidal surge or possibly when considering coastal protection such as a seawall or other coastal structures. However, the fluvial flow is a controlling factor for flooding only in the upper reaches of the Five Towns area.

For Doxey's Brook, a HEC-RAS model will be developed from the GIS topographic data along with the field survey of some limited channel sections.

Valley Stream Brook shall also be evaluated in detail: the brook was studied from Mill Road just downstream of Sunrise Highway through to Hendrickson Avenue at the downstream end of Valley Stream State Park as part of the FEMA Flood Insurance Study. The hydraulic model/data shall be collected from FEMA in order to evaluate any storage opportunities that might be considered in this reach of the watershed.

Task 5 – Hydrology & Hydraulics (H&H) Study

The Contractor shall perform a Hydraulic and Hydrology (H&H) Study for the Five Towns region as directed by the County. If a system-wide hydrologic and hydraulic analysis is authorized, a SWMM model will be developed to analyze the system's capacity and to hydraulically evaluate proposed solutions. Both existing and future conditions shall be analyzed and documented.

Utilizing the H&H model, water management overflow issues and needs shall be identified and prioritized, in coordination with County and local officials.

Runoff Calculations: The SCS unit graph method will be used to generate runoff for the 1, 10, and 100-year storms. GIS with land use overlays and soil maps will be to determine the SCS runoff coefficients and time of concentration to be used to compute the discharges. Land use zoning and anticipated on-the-books projects will be used to adjust the hydrologic model to reflect future conditions runoff. This analysis will also consider present storm water ordinances in the projections. The boundary conditions for the hydraulic analysis in the SWMM model will assume a 2-year tidal surge or some other tail water agreed upon with the County prior to evaluating the system.

Task 6 – Evaluate Alternative Mitigation Solutions

Based on the model results and water management needs identified in Tasks 4 and 5, the Contractor shall quantify alternative solutions for mitigating overflow runoff, localized surface ponding and tidal backflow through system upgrades such as road raisings, low impact development and green infrastructure solutions.

The Contractor will propose up to ten (10) mitigation solutions for problem areas that will include conceptual design drawings, scope description and cost for: (1) a no implementation solution (leaving the site as is), (2) a traditional hard infrastructure mitigation solution, (3) a low impact development/green infrastructure mitigation solution. Estimated costs will include typical percentages for Engineering and Design, Supervision and Administration, and Contingencies. Real estate costs will be developed using typical market value averages, agreed upon by the County. Operation and maintenance, and life cycle costs will be estimated based on similar flood mitigation projects.

Task 7 – Benefit Cost Analysis

The Contractor will quantify and monetize benefits of the proposed mitigation solutions in Task 6 and compare against a proposed costs.

Subtask 7.1 – Windshield Survey

In order to compute the project benefits associated with localized flooding, the Contractor will perform a "windshield survey" of up to 1,000 buildings potentially impacted by the flooding under existing conditions. The windshield survey is limited to data collection based on observations from the public roadway. The data collected by this field investigation will include:

- 1) First floor and lowest opening elevation approximations;
- 2) The presence or absence of a basement, occupancy type/usage and ;
- 3) From the GIS, an approximate size and where available in electronic format tax assessed values.

Subtask 7.2 – Benefit Calculations

Using the building size data, the Contractor will compute depreciated replacement costs for a sample of structures and

compare that to the tax data to develop an adjustment factor that will then be applied to the tax data to develop structure values.

Utilizing the estimated cost and potential damages, the Contractor will calculate typical Benefit-to-Cost Ratios (BCRs) for the proposed mitigation solutions.

In addition to the storm damage reduction benefits there are other benefits that will be qualitatively discussed in the report, such as lost business opportunity for local businesses, traffic delays, and general quality of life issues, that can be used in addition to the BCR by the local jurisdictions to prioritize the various projects; however, these values will not be quantified.

The Contractor will compare proposed projects' benefits with lifecycle costs of green infrastructure mitigation solutions.

Task 8 – Agency Coordination and Outreach

Subtask 8.1 - Coordination

The Contractor shall attend ten (10) project coordination meetings to be scheduled in regular intervals by the County.

Subtask 8.2 - Outreach

- 1) The Contractor shall prepare, coordinate and attend five (5) public meetings and related events, both within and external to the County.
 - a. Three (3) public meetings as described in Subtask 4.1
 - b. Two (2) public meetings as described in Subtasks 9.2 and 9.4.
- 2) The Contractor shall attend, as requested by the County, in-person meetings and conference calls with stakeholders, including but not limited to: local municipal officials and department staff, New York State Governor's Office of Storm Recovery and the New York State Department of Environmental Conservation.
- 3) The Contractor shall prepare meeting minutes and/or event highlights, and follow-up with various parties affiliated with the Project, as needed or as directed by the County, both within and external to the County. Meeting minutes and/or event highlights shall be submitted to the County for review and approval within ten (10) days after the meetings or events. The Contractor shall make any corrections or changes to the meeting minutes and/or event highlights, as delineated by the County. Any necessary actions to follow-up shall be conducted in a timely fashion.
- 4) Any necessary actions to follow-up shall be conducted in a timely fashion.
- 5) The Contractor shall notify the County as to which personnel should be required to attend meetings. The County may choose to limit, at its discretion, what Contractor personnel may attend any given meeting or event.
- 6) The Contractor shall prepare meeting and event notices.
- 7) The Contractor shall prepare all presentation and demonstrative materials, including but not limited to maps, information packets, comment cards, electronic presentations, and any other materials needed for all meetings.
- 8) All notices and materials shall be submitted to the County for approval prior to the dissemination of such material. Upon written approval by the County, the Contractor shall disseminate Public Outreach meeting or event notices to all stakeholders, civic and religious groups and local legislators at least four (4) weeks prior to each Public Outreach meeting or event. Additionally, the selected proposer shall disseminate Public Outreach meeting and event notices as the County directs, but at a minimum, through a local media outlet for at least two (2) weeks prior to each Public Outreach meeting or event.
- 9) The County may choose to create one or more advisory and/or stakeholder committee(s). The Contractor shall assist the County in the selection of members for any such committee.
- 10) The substance for each event shall be determined in coordination with, and at the sole direction of the County.

Task 9 – Deliverables

Subtask 9.1 - Drainage and Flooding Analysis Technical Report

The Contractor shall provide a stormwater runoff and flooding technical report detailing the collection and utilization of data, analytical methods, findings, discussion, and conclusions.

The report will include an explanation of the hydrologic and hydraulic models developed for the drainage systems. It will contain a flow network of the models and maps indicating the location of node points and tables showing runoff discharges and pipe capacities at key locations. The report will describe how future condition discharges were computed and the development assumptions that were used in computing those future condition discharges. One version (Final) of this report will be provided.

Subtask 9.2 – Public Meeting

The Contractor shall prepare, coordinate and attend a public meeting/workshop to present the preliminary findings of the drainage and flooding analysis. The County may, at its sole discretion, move this public meeting/workshop up in the project schedule based on the need to maintain coordination and communication with the community and all stakeholders.

Subtask 9.3 – Draft Drainage Study Report (DSR)

The Contractor shall prepare a draft DSR for County review. The report will document reported problem areas, a description of the apparent cause of the problem, potential solutions, potential regulatory hurdles and estimates of approximate construction costs.

The report will provide an overview of the study effort followed by sections broken down by community. For issues that are more regional in nature such as a seawall it will be presented as a regional solution with cost apportioned based on a yet to be fully explored formula.

There will be a section allocated to the existing outfalls. It will identify those outfalls that have no back flow preventers, those whose backflow preventers appear to be inoperable and those with adequate backflow preventers. Drawings will be included for some typical installations and for up to twenty-five atypical installations preliminary drawings of sufficient detail to convey the concept will be prepared. Tables by jurisdiction will be included with estimated costs per outfall for adding or repair of existing backflow preventers whether they include tide gates at the outfall or inline back flow preventers. Where the issue appears to be a lack of maintenance this issue will be highlighted since it does not entail a capital expenditure to rectify the problem.

If warranted, the report will include information from the Technical Report in Subtask 9.1. Additionally, greater detail will be provided on the proposed solutions showing the potential benefits and level of protection that can be anticipated along with a depiction of the residual flood plain.

A report section will be included to identify possible funding sources and financing strategies. To the extent possible the report will identify responsible public entities for project implementation and will prioritize the various projects based on return on investment, environmental and regulatory constraints, and public input. The report will document the study process and summarize how the recommendations were arrived at.

Subtask 9.4 – Public Meeting

The Contractor shall prepare, coordinate and attend a public meeting/workshop to present the draft DSR. Information and feedback received during the meeting will inform the completion of the Final DSR.

Subtask 9.5 – Final DSR

The Contractor shall respond to and incorporate comments made by the County and other agencies into a final DSR.

Subtask 9.6 – Maps

The Contractor shall provide a digital copy of all GIS data collected, assembled and developed for the contract to the County. A metadata file shall be included.

GEOGRAPHIC INFORMATION SYSTEM (GIS)

The Nassau County Department of Public Works (NCDPW) will provide access to Nassau County Geographic Information Systems data, including, but not limited to, outfall location and data, contours, spot elevations and ownership, where available. The Contractor may also augment the above with information from other sources of publically available geodata.

NCDPW will not supply copies of plans from prior construction projects.

PREPARATION OF DELIVERABLES

REPORTS

All text shall be produced on 8 ½ X 11" paper, single-spaced, with double spacing between paragraphs. Figures shall be 8 ½ X 11" or folded 11 x 17" format sheet size. All text pages (including and appendices or attachments) shall be consecutively numbered. Text print will be letter quality in New Times Roman 12-point font. All references shall be properly cited in a bibliography at the end of the document text. In addition to the hard copies, each report will be submitted on a CD-ROM in formats that are compatible with Microsoft Office 2007.

Deliverables and draft deliverables shall consist of four (4) hardcopy and one (1) electronic version.

All deliverables and draft deliverables shall be reviewed by the County and any other applicable or appropriate agencies for a period of no less than thirty (30) days. The County reserves the right to extend this review period. Upon completion of the review, the County shall submit comments and/or changes and the Contractor shall incorporate said comments and/or changes.

Final deliverables to the County may need to contain mandatory language and disclaimers pertaining to Federal and state requirements. Such language and disclaimers, if applicable, shall be provided to the selected proposer by the County prior to the submission of any and all final deliverables.

MAPPING/DATA FORMAT

The report will describe all methods that were used and the data obtained. Maps will be included to show the project area and sample locations and will be delivered in ARCVIEW Shape File format (GIS). Data will be delivered on a CD-ROM.

COORDINATION

The Contractor will commence work under this Task Order upon receipt of Notice to Proceed.

All work performed under this Task Order shall be done so in accordance with the articles of the Contract No. _____. All deliverables will be considered complete and final upon receipt of all review and approval signatures and acceptance by the Contracting Officer Representative (COR). The County will provide acceptance of final submittals in writing.

The Contractor shall establish and maintain very close coordination with the County, other Federal, State and local agencies, governmental organizations and their Contractors as directed by the County. Coordination may be in the form of meetings, correspondence, or telephone calls.

PENALTIES FOR NON-PERFORMAMNCE

A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the County and GOSR. If the design task are not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the County, payment will be withheld according to the payment schedule included in Appendix "B" - PAYMENT SCHEDULE.

II. DETAILED BUDGET

URS CORPORATION

STAFF ANALYSIS/COST PROPOSAL - SCOPE OF WORK TASKS

Nassau County Department of Public Works

Five Towns Drainage Study

TASK NO.	SUB TASK	URS	CEA	H&W	CJ2	Aquatech	Amey	Hours	Fee
2.1	Mandatory Work Elements								
I	Agency Coordination & Outreach	391	186		100			677	68,363
II.A	Seawall Feasibility Study	293	127					420	42,411
II.B	Evaluate Stormwater Discharges / Outfalls	310	206			160	160	836	84,419
III	Evaluate Municipal Storm Drainage Systems	1,841	1,229	900			80	4,050	408,868
	Mandatory Work Elements (Staff Hours)	2,635	1,748	900	100	160	240	5,983	5,983
	Mandatory Work Elements (Fee)	\$ 284,313	\$ 176,000	\$ 98,367	\$ 16,250	\$ -	\$ 17,800		\$ 604,159
2.2	H & H Study								
I	H & H Study	881	576			725		2,162	217,559
II	Alternative Mitigation Solutions	1,568	806			300	300	2,864	288,201
II.B	Benefit Cost Analysis & Budget	540	359					899	90,465
	H & H Study (Staff Hours)	2,769	1,841			1,025	300	5,925	
	H & H Study (Fee)	\$ 280,050	\$ 189,488	\$ -	\$ -	\$ -	\$ 28,500		\$ 586,225
	Total Staffing Hours	5,594	3,589	900	100	1,185	540	11,908	
	Total Labor Fee	\$ 563,363	\$ 375,488	\$ 98,367	\$ 16,250	\$ -	\$ 46,300		\$ 1,206,384

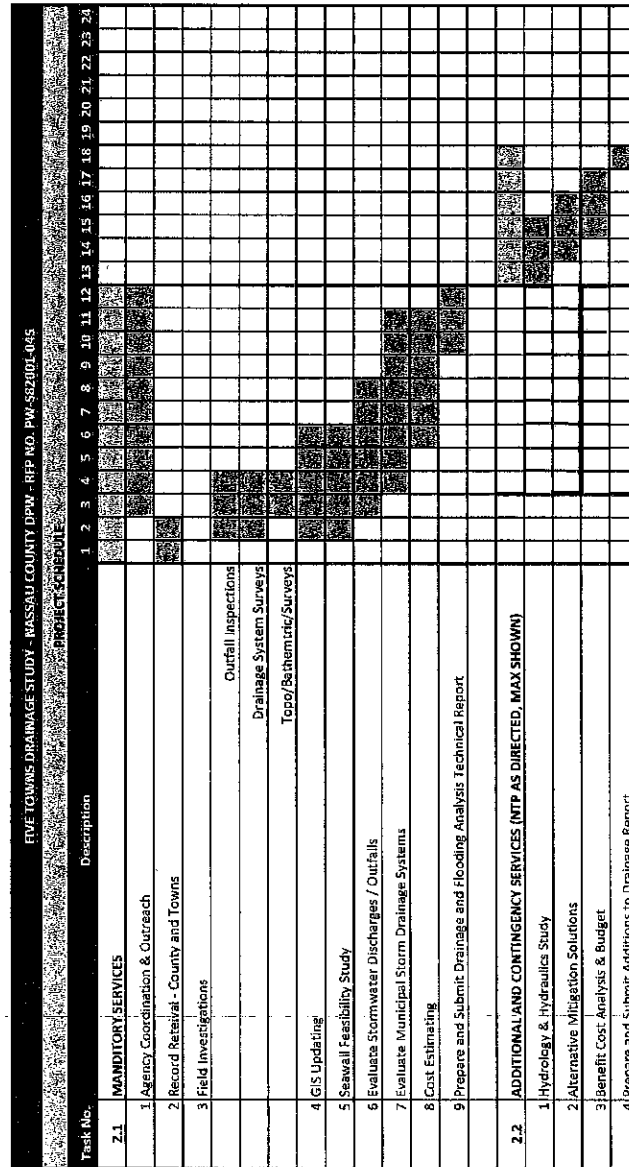
Direct Costs	Task 2.1	Task 2.2	Total
1) Reproduction	\$ 1,500	\$ 1,500	\$ 3,000
2) Postage/Shipping/Messenger Service	\$ 500	\$ 500	\$ 1,000
3) Travel Expenses	\$ 1,000	\$ 1,000	\$ 2,000
Direct Cost Total	\$ 3,000	\$ 3,000	\$ 6,000
Total Fee			\$ 1,206,384

01/23/2015

Exhibit B

Project Schedule

Notice to Proceed Expected September, 2015

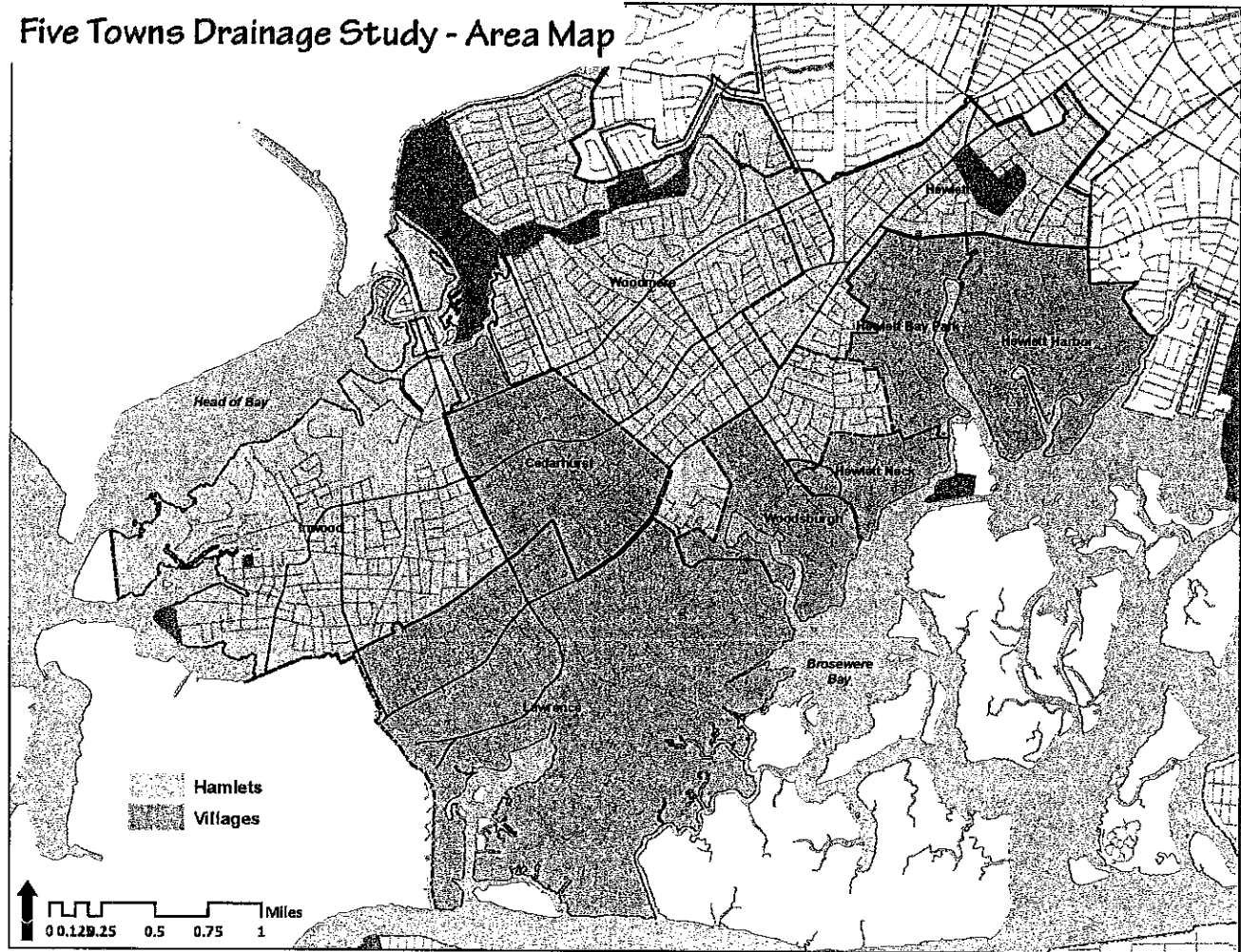


Nassau County reserves the right to modify this Timeline as necessary.

Changes to the Timeline will be published at <http://www.nassaucountyny.gov/3886/NYS-GOSR-Community-Reconstruction-Program>.

Exhibit C
Study Area Map

Five Towns Drainage Study - Area Map





Appendix A Contract for Services



THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at Fifteen Fifty Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) URS Corporation - New York, a consulting planning and engineering firm, having its principal office at 1 Penn Plaza, Suite 600, New York, NY 10119 (the "Firm or the "Contractor").

This project is made possible by a grant from the Housing Trust Fund Corporation (HFTC), which is funded through Community Development Block Grant – Disaster Recovery (CDBG-DR) from the U.S. Department of Housing and Urban Development (HUD).

For the purposes of this contract, the HFTC hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

The contract goals required for Section 3 businesses and residents are consistent with the percentages set forth in 24 CFR Part 135, subsection 135.30: 30% of the total number of new hires directly related to the GOSR CDBG-DR-funded project should be Section 3 residents; and 10% of the total dollar amount of all construction contracts directly related to the CDBG-DR-funded project should be awarded to Section 3 business concerns; or 3% of the total dollar amount of all non-construction contracts directly related to the GOSR CDBG-DR-funded project should be awarded to Section 3 business concerns.

A "Section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. For the purposes of Section 3 of the HCDA, low-income persons are defined as families (including single persons) whose incomes do not exceed 80% of the median income for the area, and very low-income persons are defined as families (including single persons) whose incomes do not exceed 50% of the median income for the area.

A "Section 3 business" is a business that can provide evidence that it meets one of the follow criteria: 1) 51% or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate twenty-four (24) consecutive calendar months from the Commencement

Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, in its sole discretion, shall have the right to extend this Agreement annually, for an additional period of up to twelve (12) months, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement, for the Five Towns Drainage Study shall consist of those specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope and Budget," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed **One Million Two Hundred and Six Thousand Three Hundred Eighty Four Dollars (\$1,206,384.00)**.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The First hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information

and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices L and EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) This contract is subject to:

(c) Nassau County – NYS Governor's Office of Storm Recovery (Subrecipient Agreement NIFS# CQPW14000028) NIFS date 09-30-14, Nassau County Comptroller Certification 10-24-14, amendment # and date

(d) Exhibit E, which is part of the SRA

HUD Section 3 Section 3 HUD Act of 1968 implemented by the regulations set forth in 24 CFR 135

(e) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy, attached hereto and hereby made a part hereof as Appendix L.

(f) The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

The County, the State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

(g) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the standard and accepted practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, State of New York and its Division of the Governor's Office of Storm Recovery, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Firm or a Contractor Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Sub-consultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any sub-consultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting.

This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, or (iii) waived, (iv) subcontracted without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

(c) Termination for Convenience. The County may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(d) The County may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(e) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(f) Firm Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement

unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Firm is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy; Construction

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of zero dollars and 00/100 dollars (\$00.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venture associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venture associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venture hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venture associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

24. Lobbying (Applicable to contracts exceeding \$100,000)

(a) The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements)

and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

FIRM URS Corporation – New York

By: Thy Clancy

Name: Thomas Clancy, PE

Title: Vice President

Date: August 28, 2015

NASSAU COUNTY

By:

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~

New York

On the 20 day of August in the year 2015 before me personally came Thomas J Clancy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Vice President of URS Corporation - NY, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Mariana Shefler
MARIANA SHEFLER
Notary Public, State of New York
No. 01SH6231570
Qualified in Queens County
Commission Expires November 29, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix B
PAYMENT SCHEDULE

Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, inclusive of all labor, overhead and other direct costs, shall be **One Million Two Hundred and Six Thousand Three Hundred Eighty Four Dollars (\$1,206,384)**, and shall be payable as follows, with reference to such categories (as delineated below) and Tasks (as defined above), where applicable, contained in the Detailed Scope and Budget (Exhibit "A"), all payable upon submission of claim Vouchers and other documentation by the Contractor in accordance with this Agreement and all applicable policies and requirements:

(A) TASKS

(i) Tasks One & Eight. [12 – 18 months]

One (1) fixed fee payment of **Sixty One Thousand Five Hundred Twenty Seven Dollars (\$61,527.00)** payable upon satisfactory acceptance, in writing from the Department, for completion of Task One and Eight.

(ii) Task Two. [5 months]

One (1) fixed fee payment of **Thirty Eight Thousand One Hundred Seventy Dollars (\$38,170.00)** payable upon satisfactory acceptance, in writing by the Department, for completion of Task Two.

(iii) Task Three. [6 months]

One (1) fixed fee payment of **Seventy Five Thousand Nine Hundred Seventy Seven Dollars (\$75,977.00)** payable upon satisfactory acceptance, in writing by the Department, for completion of Task Three.

(iv) Task Four. [8 months]

One (1) fixed fee payment of **Three Hundred Sixty Eight Thousand Sixty Nine Dollars (\$368,069.00)** payable upon satisfactory acceptance, in writing by the Department, for completion of Task Four.

(v) Task Five. [6 months; concurrent with Tasks 1 through 8]

One (1) fixed fee payment of **Two Hundred Seventeen Thousand Five Hundred Fifty Nine Dollars (\$217,559.00)** payable upon satisfactory acceptance, in writing by the Department, for completion of Task Five.

(vi) Task Six. [3 months]

One (1) fixed fee payment of **Two Hundred Eighty Eight Thousand Two Hundred One Dollars (\$288,201.00)** payable upon satisfactory acceptance, in writing by the Department, for completion of Task Six.

(vii) Task Seven. [6 months]

One (1) fixed fee payment of **Ninety Thousand Four Hundred Sixty Five Dollars (\$90,465.00)** payable upon satisfactory acceptance, in writing by the Department, for completion of Task Seven.

(viii) Task Nine. [3 months]

One (1) fixed fee payment of **Sixty Thousand Four Hundred Sixteen Dollars (\$60,416.00)** payable upon satisfactory acceptance, in writing by the Department, for completion of Task Seven.

(B) OTHER DIRECT COSTS

Up to **Six Thousand Dollars (\$6,000.00)** for actual reasonable and necessary reproduction of report materials, postage/shipping/messenger service and travel expenses incurred during the performance of approved Services under this Agreement, payable upon Contractor's submission of claim Vouchers with acceptable supporting receipts and proof of expenditures in accordance with this Agreement and applicable County policies. The County shall not reimburse the Contractor for such expenses in excess of **Five Hundred Dollars (\$500.00)** unless the Contractor has obtained prior written consent from the County to incur said expense

Appendix C
DISCLOSURE STATEMENT

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT


1. Name of Firm: _____
Address : _____
City and State: _____
Zip Code _____
2. Firm's Vendor Identification Number: _____
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship
_____ Joint Venture _____ Ltd Liability Company _____ Closely Held Corp.
_____ Other (specify) _____
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

-
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated August 28, 2015

Signed 
Print Name Thomas Clancy, PE
Title Vice President

Appendix D
STANDARDS FOR PUBLIC OUTREACH AND MEETINGS

1. The selected proposer shall attend all Project coordination meetings and prepare, coordinate and attend public meetings and related events, both within and external to the County.
2. The selected proposer shall prepare meeting minutes and/or event highlights, and follow-up with various parties affiliated with the Project, as needed or as directed by the County, both within and external to the County. Meeting minutes and/or event highlights shall be submitted to the County for review and approval within ten (10) days after the meetings or events. The selected proposer shall make any corrections or changes to the meeting minutes and/or event highlights, as delineated by the County. Any necessary actions to follow-up shall be conducted in a timely fashion.
3. Any necessary actions to follow-up shall be conducted in a timely fashion.
4. The selected proposer shall provide only the minimum number of personnel required to effectively perform this task at each meeting or event. The selected proposer shall notify the County as to which personnel should be required to attend. The County may choose to limit, at its discretion, what selected proposer personnel may attend any given meeting or event. Such decisions shall be provided to the selected proposer, in writing, prior to the meeting or event.
5. The selected proposer shall prepare meeting and event notices.
6. The selected proposer shall prepare all presentation and demonstrative materials, including but not limited to maps, information packets, comment cards, electronic presentations, and any other materials needed for all meetings.
7. All notices and materials shall be submitted to the County for approval prior to the dissemination of such material. Upon written approval by the County, the selected proposer shall disseminate Public Outreach meeting or event notices to all stakeholders, civic and religious groups and local legislators at least one (1) week prior to each Public Outreach meeting or event. Additionally, the selected proposer shall disseminate Public Outreach meeting and event notices as the County directs, but at a minimum, through a local media outlet for at least one (1) week prior to each Public Outreach meeting or event.
8. The County may choose to create one or more advisory and/or stakeholder committee(s). The selected proposer shall assist the County in the selection of members for any such committee.

The substance for each event shall be determined in coordination with, and at the sole direction of the County.

Appendix E
STANDARDS FOR PREPARING AND SUBMITTING DELIVERABLES

(To be completed as part of RFP and updated as needed in the Contract)

1. The selected proposer shall submit all deliverables in draft form to the County for County and any other applicable agency review.
2. The selected proposer shall submit ten (10) hardcopy and one (1) electronic version of all deliverables and draft deliverables.
3. All deliverables and draft deliverables shall be reviewed by the County, and any other applicable or appropriate agencies for a period of no less than thirty (30) days. The County reserves the right to extend this review period. Upon completion of the review, the County shall submit comments and/or changes and the selected proposer shall incorporate said comments and/or changes.
4. Final deliverables to the County may need to contain mandatory language and disclaimers pertaining to federal and state requirements. Such language and disclaimers, if applicable, shall be provided to the selected proposer by the County prior to the submission of any and all final deliverables.

Appendix F

PROGRAM DESCRIPTION AND STAFFING

(To be completed as part of RFP and updated as needed in the Contract)

Firm
Name: _____

Address: _____ Telephone: _____

Facsimile: _____

Contact
Person: _____

Relevant License #s: _____ Expiration: _____

E.I.N. _____

Vender Registration with Nassau
County: _____

List of Services to be USE ADDITIONAL SHEET(S)
Performed: _____

Similar Work _____ USE ADDITIONAL SHEET(S)

Resumes: _____ FIRM PRINCIPALS & STAFF ASSIGNED TO
PROJECT

Staffing: _____ PROVIDE ORGANIZATION CHART

Detail Prior Experience: _____ IN COMPENSATION CONSULTING & WITH
PUBLIC SECTOR CLIENTS (SIMILAR IN SIZE &
SCOPE)

APPROVED AND SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ **DATE:** _____

Appendix C

Page 1 of 4

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Corporation- NY
Address: One Penn Plaza Suite 600
City, State and Zip Code: New York, New York 10119
2. Entity's Vendor Identification Number: 11-1445800
3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify):
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all officers of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Please see attached

-
5. List names and addresses of all shareholders, members, or partners of the firm. If a shareholder is not an individual, list the individual shareholders/partners/members. If a publicly held Corporation include a copy of the 10K in lieu of completing this section.
Please see attached

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

Please see attached

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A


(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: CEO for Professional Engineering

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Architecture & Engineering - New York P. C.
Address: 300 California St. 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 51-0494000
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Professional Corporation ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Architecture & Engineering - New York P. C. is 100% owned by Lewis Robinson, 2020 K Street NW, Suite 300, Washington, DC 20006-1806.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

Please see attached

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A


(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Corporation
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 94-1716908
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Corporation is 100% owned by URS Holdings Inc. 1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see Attachment B

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

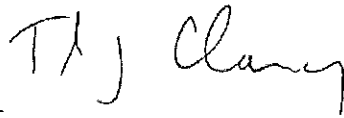
N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: _____



Print Name: Thomas J. Clancy, PE

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Forerunner Corporation
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 84-1344715
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Forerunner Corporation. is 100% owned by URS Corporation, 300 California St. 4th Floor, San Francisco, CA 94104

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see Attachment B

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: E.C. Driver & Associates, Inc.
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 59-2375705
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Please see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

E. C. Driver & Associates is 100% owned by URS Corporation - New York; One Penn Plaza, Suite 600, New York, New York 10119.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see Attachment B

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

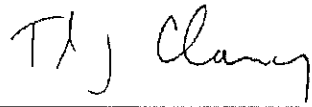
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Corporation Great Lakes
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 23-1891899
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please see attached

-
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Corporation Great Lakes is 100% owned by URS Corporation 300 California St.
4th Floor, San Francisco, CA 94104.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

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(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A


(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Alaska, LLC.
Address: 3911 West Eighth Avenue
City, State and Zip Code: Anchorage, AK 99501
2. Entity's Vendor Identification Number: 94-1684024
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Please see attached

-
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Alaska LLC.. is 100% owned by URS Corporation, 6300 California St. 4th Floor, San, Francisco, CA 94104

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see Attachment B

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: Vice President

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Corporation Services
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 23-1891899
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Please see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Corporation Services is owned, 33.33% by URS Corporation 300 California St. 4th Floor, San Francisco, CA, 94104, 33.33% by Lewis Robinson, 2020 K Street NW, Suite 300, Washington, DC 20006-1806; 16.67% by Nabil Jamma, 1501 4th Ave. Suite 14001 Seattle, WA 98101 and 16.67% by William T. Rudd, 1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see Attachment B

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A


(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: Vice President

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Construction Services, Inc.
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 59-3662286
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Please see attached

-
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Construction Services, Inc. is 100% owned by URS Corporation, 300 California St. 4th Floor, San Francisco, CA 94104.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

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(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: Th J Clancy

Print Name: Thomas J. Clancy, PE

Title: Vice President

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS International, Inc.
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 94-3128864
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS International Inc. is 100% owned by URS Corporation 300 California St. 4th Floor, San Francisco, CA 94104.

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(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

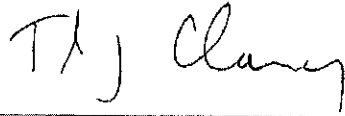
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State);

N/A

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The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services, or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Lopez Garcia Group Inc.
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 75-2246645
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Please see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Lopez Garcia Inc. is 100% owned by URS Corporation, 300 California St. 4th Floor, San Francisco, CA 94104.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see Attachment B

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

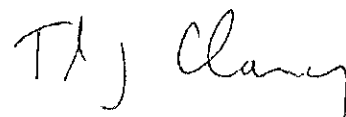
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Corporation - Ohio
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 34-0939859
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp But not Publicly Held ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Please see attached

-
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Corporation - Ohio is 100% owned by URS Corporation, 300 California St. 4th Floor, San Francisco, CA 94104.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see Attachment B

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(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

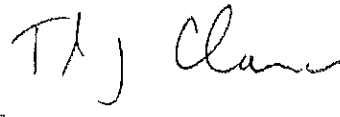
N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: _____



Print Name: Thomas J. Clancy, PE

Title: Vice President

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Architects/Engineers, Inc.
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 22-3108395
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Please see attached

-
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Architects/Engineers. is owned 33.33% URS Corporation, 300 California St. 4th Floor San, Francisco, CA 94104, 46.66% , Thomas J. Clancy, PE; One Penn Plaza Suite 600, NY, NY 10119, and 20% James M. Gilsenan; 1255 Broad Street, Suite 201, Clifton, NJ 07013

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see Attachment B

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A


(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: Vice President

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Architecture - Oregon, Inc.
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 01-0797742
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Please see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Architecture - Oregon, Inc. is 100% owned by URS Corporation, 300 California St. 4th Floor San Francisco, CA 94104

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

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(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

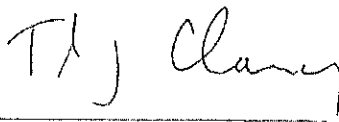
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: Vice President

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Greiner Woodward - Clyde Consultants Inc.

Address: 6300 California St. 4th Floor

City, State and Zip Code: San Francisco, CA 94104

2. Entity's Vendor Identification Number: 94-1684024

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Greiner Woodward - Clyde Inc. is 100% owned by URS Corporation, 300 California St. 4th Floor, San Francisco, CA 94104

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see Attachment B

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(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A


(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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Dated: June 1, 2015

Signed: 

Print Name: Thomas J. Clancy, PE

Title: Vice President

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Corporation AES
Address: 300 California Street 4th Floor
City, State and Zip Code: San Francisco, CA 94104
2. Entity's Vendor Identification Number: 06-1258488
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corp. But not Publicly Held ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

URS Corporation AES is owned 25% by URS Corporation, 300 California St. 4th Floor, San Francisco, CA 94104, 25% by Ronald Sacchi 500 Enterprise Drive Suite 3B, Rocky Hill, CT 06067, 25 % by Michael G. Wilmes, 500 Enterprise Drive Suite 3B, Rocky Hill, CT 06067 and 25% by Lewis Robinson, 2020 K Street NW, Suite 300, Washington, DC 20006-1806.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

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(a) Name, title, business address and telephone number of lobbyist(s):

Not Applicable

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

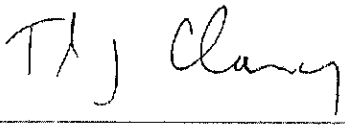
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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Dated: June 1, 2015

Signed: 
Print Name: Thomas J. Clancy, PE
Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

E.C. DRIVER & ASSOCIATES, INC.

59-2375705

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Timothy H. Keener	Director	1600 Perimeter Park Dr., Ste. 400, Morrisville, NC 27560
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Mario Echagarrua	President	150 E. Palmetto Park Rd., #400, Boca Raton, FL 33432
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

FORERUNNER CORPORATION

84-1344715

William T "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ARCHITECTS/ENGINEERS, INC.

22-3108395

James M. Gilsenan	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
Thomas J. Clancy	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ARCHITECTURE - OREGON, INC.

01-0797742

James R. Young	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Michael Rosenfeld	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ARCHITECTURE & ENGINEERING - NEW YORK, P.C.

51-0494000

Thomas J. Clancy	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
John F. Spencer	Director	One Penn Plaza, Suite 600, New York, NY 10119
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	CEO-Architecture	2020 K Street NW, Suite 300, Washington, DC 20006
John F. Spencer	CEO-Prof. Engineering	One Penn Plaza, Suite 600, New York, NY 10119
John F. Spencer	Treasurer	One Penn Plaza, Suite 600, New York, NY 10119
James Gilsenan	VP, Secretary	1255 Broad Street, Suite 201, Clifton, NJ 07013

URS CONSTRUCTION SERVICES, INC.

59-3662286

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Timothy Keener	Director	1600 Perimeter Park Dr., Ste 400, Morrisville, NC 27560
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION - NORTH CAROLINA

94-3410041

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Timothy Keener	Director	1600 Perimeter Park Dr., Ste. 400, Morrisville, NC 27560
Robert MacWilliams	Director	6000 Fairview Road, Suite 200, Charlotte, NC 28210
Dennis Hoyte	Director	1600 Perimeter Park Dr., Ste. 100, Morrisville, NC 27560
Lori Molitor	Director	6000 Fairview Road, Suite 200, Charlotte, NC 28210
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION

94-1716908

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
William T. "Troy" Rudd	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION AES

06-1258488

Michael G. Wilmes	Director	500 Enterprise Dr., Suite 3B, Rocky Hill, CT 06067
Ronald Sacchi	Director	500 Enterprise Dr., Suite 3B, Rocky Hill, CT 06067
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	President	2020 K Street NW, Suite 300, Washington, DC 20006
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION ARCHITECTURE, P.C.

94-3397454

James Singeltary	Director	277 West Nationwide Blvd., Columbus, OH 43215
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	President	2020 K Street NW, Suite 300, Washington, DC 20006
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION GREAT LAKES

38-1776252

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
James R. Linthicum	Director	277 West Nationwide Blvd., Columbus, OH 43215
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION SERVICES

23-1891899

Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Nabil Jammal	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION - OHIO

34-0939859

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
James R. Linthicum	Director	277 W. Nationwide Blvd., Columbus, OH 43215
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS INTERNATIONAL, INC.

94-3128864

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS GREINER WOODWARD-CLYDE CONSULTANTS, INC.

94-1684024

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William Ettenger	Director	8181 East Tufts Avenue, Denver, CO 80237
William F. "Troy" Kudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas J. Clancy	CEO-Engineering	1255 Broad Street, Suite 201, Clifton, NJ 07013
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ALASKA, LLC

26-2223260

Thomas W. Bishop
William Ettenger
William Ettenger
Keenan E. Driscoll
Carol F. Brandenburg-Smith

Member Representative 300 California Street, 4th Floor, San Francisco, CA 94104
Member Representative 8181 East Tufts Ave., Denver, CO 80237
President 8181 East Tufts Ave., Denver, CO 80237
Treasurer 1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Secretary One Montgomery Street, Suite 900, San Francisco, CA 94104

LOPEZGARCIA GROUP, INC.

75-2246645

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS-STEVENSON ARCHITECTURE, P.C.

20-4839422

James P. Singeltary
Lewis W. Robinson
Lewis W. Robinson
James P. Singeltary

Director
Director
President & Treasurer
VP & Secretary

277 West Nationwide Blvd., Columbus, OH 43215
2020 K Street NW, Suite 300, Washington, DC 20006
2020 K Street NW, Suite 300, Washington, DC 20006
277 West Nationwide Blvd., Columbus, OH 43215

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: August 28, 2015

1) Bidder's/Proposer's Legal Name: URS Corporation -New York

2) Address of Place of Business: One Penn Plaza, Suite 600, New York, NY 10119

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : 212.736.4444

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 057312225

5) Federal I.D. Number: 11-1445800

6) The bidder/proposer is a (check one): Sole Proprietorship Partnership
Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details. Please see attachment

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ____ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes X No ____ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ____ No ____ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ____ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ____ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ____ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ____ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Please see Proposal
Submitted July 17th
2014

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; 1934
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; URS Corporation - New York is 100% owned by URS Corporation.
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 100,000 Employees
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 81 Years

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company New York City Department of Design and Construction

Contact Person Mikhail Kliger, PE

Address 30 30 Thomson Avenue

City/State New York, New York 11101

Telephone 718.391.2182

Fax #

E-Mail Address

Company New York City Department of Transportation Division of Bridges

Contact Person Mr. Walter Kulczycki

Address 2 Rector Street

City/State New York, New York 10006

Telephone 212.778.1928

Fax #

E-Mail Address

Company New Jersey Department of Environmental Protection

Contact Person Donna Mahon

Address 33 West State Street, 9th Floor

City/State Trenton , NJ 08625-0230

Telephone 609.341.5313

Fax #

E-Mail Address Donna.Mahon@dep.state.nj.us

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas J. Clancy, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31st day of August

2015

Mariana Shefler
Notary Public

MARIANA SHEFLER
Notary Public, State of New York
No. 01SH6231570
Qualified in Queens County
Commission Expires November 29, 2016

Name of submitting business: URS Corporation - New York

By: Thomas J. Clancy, PE

Print name
Signature

CEO for Professional Engineering

Title

08 / 31 / 2015
Date

Report Name : Management Structure

Filtered By : --

Exported By : Carol Brandenburg-Smith

Exported On : 05/11/2015

Entity Name: URS Corporation - New York

Name	Title	Title Role	Role Start	Last Elected	Signed For
Clancy, Thomas J.	Director	Director	05/15/2009	09/12/2014	Yes
Isola, Michael C.	Director	Director	09/12/2014	09/12/2014	All
Spencer, John F.	Director	Director	11/14/2008	01/01/2014	All
Adams Manion, Karen Margaret	Vice President	Officer	01/01/2015	01/01/2015	All
Armstrong, Glenn L.	Vice President	Officer	01/01/2009	01/01/2015	All
Bast, Albert J. III	Senior Vice President	Officer	12/01/2005	01/01/2015	All
Bershteyn, Sergeyon A.	Vice President	Officer	01/01/2010	01/01/2015	All
Brendenburg-Smith, Carol F.	Secretary	Officer	03/13/2015	03/13/2015	All
Brice, Donald A.	Vice President	Officer	01/01/2009	01/01/2015	All
Cana, Octavian	Vice President	Officer	06/28/2004	01/01/2015	All
Clancy, Thomas J.	Chief Executive Officer - Professional Engineering	Officer	03/07/2013	01/01/2015	All
Deerkoski, John C.	Vice President	Officer	01/01/2012	01/01/2015	All
Driscoll, Keenan Edward	Treasurer	Officer	01/01/2015	01/01/2015	All
Fickert, Dominick J.	Vice President	Officer	11/01/2003	01/01/2015	All
Free, Louis	Assistant Vice President	Officer	06/01/2014	01/01/2015	All
Gill, Angela C.	Assistant Secretary	Officer	03/13/2015	03/13/2015	All
Gilsenan, James M.	Vice President	Officer	07/01/2005	01/01/2015	All
Hagedorn, John S.	Vice President	Officer	01/01/2010	01/01/2015	All
Harvey, Robert N.	Vice President	Officer	07/01/2012	01/01/2015	All
Hinkle, Raymond L.	Vice President	Officer	08/01/2001	01/01/2015	All
Isola, Michael C.	Vice President	Officer	08/21/2013	01/01/2015	All
Khouri, Majed A.	Vice President	Officer	08/01/2001	01/01/2015	All
Lang, Mark E.	Vice President	Officer	01/01/2010	01/01/2015	All
Leahy, George A.	Vice President	Officer	08/01/2001	01/01/2014	All
MacAllen, Thomas	Vice President	Officer	08/01/2001	01/01/2015	All

Maman, William N.	Vice President	Officer	01/01/2011	01/01/2015	All
McPherson, Thomas M.	Vice President	Officer	07/01/2008	01/01/2015	All
Murphy, Robert E.	Vice President	Officer	08/01/2001	01/01/2015	All
Myers-Graham, Beth A.	Vice President	Officer	01/01/2009	01/01/2015	All
Quiat, Ira C.	Vice President	Officer	07/01/2005	01/01/2015	All
Rudd, William T. "Troy"	Controller	Officer	01/01/2015	01/01/2015	All
Spencer, John F.	Senior Vice President	Officer	01/01/2007	01/01/2015	All
Spina, Patsy "Pat"	Vice President	Officer	07/01/2005	01/01/2015	All
Suhre, Joseph B.	Vice President	Officer	01/01/2009	01/01/2015	All
Tehrani, Toure H.	Vice President	Officer	01/01/2010	01/01/2015	All
Totten, Peter A.	Vice President	Officer	01/01/2009	01/01/2015	All
Tucciarone, Louis A.	Senior Vice President	Officer	08/02/2001	01/01/2015	All
Tuli, Stephen W.	Vice President	Officer	01/01/2011	01/01/2015	All
Wlmes, Michael G.	Chief Executive Officer - Land Surveying	Officer	03/24/1998	01/01/2015	All

B.P. BARBER & ASSOCIATES, INC.

57-0262530

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
John A. Bischoff	Director	1333 Broadway, Suite 800, Oakland, CA 94612
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

E.C. DRIVER & ASSOCIATES, INC.

59-2375705

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Timothy H. Keener	Director	1600 Perimeter Park Dr., Ste. 400, Morrisville, NC 27560
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Mario Echagarrua	President	150 E. Palmetto Park Rd., #400, Boca Raton, FL 33432
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

FORERUNNER CORPORATION

84-1344715

William T "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ARCHITECTS/ENGINEERS, INC.

22-3108395

James M. Gilsenan	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
Thomas J. Clancy	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ARCHITECTURE - OREGON, INC.

01-0797742

James R. Young	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Michael Rosenfeld	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ARCHITECTURE & ENGINEERING - NEW YORK, P.C.

51-0494000

Thomas J. Clancy	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
John F. Spencer	Director	One Penn Plaza, Suite 600, New York, NY 10119
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	CEO-Architecture	2020 K Street NW, Suite 300, Washington, DC 20006
John F. Spencer	CEO-Prof. Engineering	One Penn Plaza, Suite 600, New York, NY 10119
John F. Spencer	Treasurer	One Penn Plaza, Suite 600, New York, NY 10119
James Gilsenan	VP, Secretary	1255 Broad Street, Suite 201, Clifton, NJ 07013

URS CONSTRUCTION SERVICES, INC.

59-3662286

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Timothy Keener	Director	1600 Perimeter Park Dr., Ste 400, Morrisville, NC 27560
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION - NORTH CAROLINA

94-3410041

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Timothy Keener	Director	1600 Perimeter Park Dr., Ste. 400, Morrisville, NC 27560
Robert MacWilliams	Director	6000 Fairview Road, Suite 200, Charlotte, NC 28210
Dennis Hoyle	Director	1600 Perimeter Park Dr., Ste. 100, Morrisville, NC 27560
Lori Molitor	Director	6000 Fairview Road, Suite 200, Charlotte, NC 28210
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION

94-1716908

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
William T. "Troy" Rudd	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION AES

06-1258488

Michael G. Wilmes	Director	500 Enterprise Dr., Suite 3B, Rocky Hill, CT 06067
Ronald Sacchi	Director	500 Enterprise Dr., Suite 3B, Rocky Hill, CT 06067
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	President	2020 K Street NW, Suite 300, Washington, DC 20006
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION ARCHITECTURE, P.C.

94-3397454

James Singeltary	Director	277 West Nationwide Blvd., Columbus, OH 43215
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	President	2020 K Street NW, Suite 300, Washington, DC 20006
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION GREAT LAKES

38-1776252

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
James R. Linthicum	Director	277 West Nationwide Blvd., Columbus, OH 43215
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION SERVICES

23-1891899

Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Nabil Jammal	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION SOUTHERN

59-2087895

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Timothy Keener	Director	1600 Perimeter Park Dr., Ste. 400, Morrisville, NC 27560
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION - OHIO

34-0939859

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
James R. Linthicum	Director	277 W. Nationwide Blvd., Columbus, OH 43215
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS INTERNATIONAL, INC.

94-3128864

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS GREINER WOODWARD-CLYDE CONSULTANTS, INC.

94-1684024

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William Ettenger	Director	8181 East Tufts Avenue, Denver, CO 80237
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas J. Clancy	CEO-Engineering	1255 Broad Street, Suite 201, Clifton, NJ 07013
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ALASKA, LLC

26-2223260

Thomas W. Bishop	Member Representative	300 California Street, 4th Floor, San Francisco, CA 94104
William Ettenger	Member Representative	8181 East Tufts Ave., Denver, CO 80237
William Ettenger	President	8181 East Tufts Ave., Denver, CO 80237
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

LOPEZGARCIA GROUP, INC.

75-2246645

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

CLAY STREET PROPERTIES

94-1730815

William T. "Troy" Rudd

Keenan E. Driscoll

Carol F. Brandenburg-Smith

Director

Treasurer

Secretary

1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067

1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067

One Montgomery Street, Suite 900, San Francisco, CA 94104

URS-STEVENSON ARCHITECTURE, P.C.

20-4839422

James P. Singeltary	Director	277 West Nationwide Blvd., Columbus, OH 43215
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	President & Treasurer	2020 K Street NW, Suite 300, Washington, DC 20006
James P. Singeltary	VP & Secretary	277 West Nationwide Blvd., Columbus, OH 43215

URS CORPORATION SOUTHEAST

20-8721000

Steven R. Flukinger	Director	917 Western America Circle, Suite 400, Mobile, AL 36609
James P. Singeltary	Director	277 West Nationwide Blvd., Columbus, OH 43215
James P. Singeltary	President & Treasurer	2020 K Street NW, Suite 300, Washington, DC 20006
Steven R. Flukinger	VP & Secretary	917 Western America Circle, Suite 400, Mobile, AL 36609

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Thomas J. Clancy, PE
Date of birth 11 / 29 / 1946
Home address 100 Grand Cove Way
City/state/zip Edgewater, NJ
Business address One Penn Plaza, Suite 600
City/state/zip New York, NY 10119
Telephone 212.896.0104
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
CEO for Professional Engineering
~~Chief Exec. Officer~~ 03 / 7 / 13 Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire? _____
NO ☒ YES ____ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES ____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? NO **X** YES ____ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO **X** YES ____ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO **X** YES ____ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO **X** YES ____ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO **X** YES ____ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO **X** YES ____ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO **X** YES ____ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO **X** YES ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO **X** YES ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO **X** YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ____ If Yes, provide details for each such year.
-

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas J. Clancy, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 29th day of August 2015

Mariana Shefler
Notary Public

MARIANA SHEFLER
Notary Public, State of New York
No. 01SH6231570
Qualified in Queens County
Commission Expires November 29, 2018

URS Corporation - New York
Name of submitting business

Thomas J. Clancy
Print name

TJ Clancy
Signature

CEO - Professional Engineering
Title

8 / 29 / 15
Date

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: August 28, 2015

1) Bidder's/Proposer's Legal Name: URS Corporation -New York

2) Address of Place of Business: One Penn Plaza, Suite 600, New York, NY 10119

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : 212.736.4444

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 057312225

5) Federal I.D. Number: 11-1445800

6) The bidder/proposer is a (check one): Sole Proprietorship Partnership
Corporation X Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details. Please see attachment

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ____ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes X No ____ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ____ No ____ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ____ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ____ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ____ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ____ If Yes, provide details for each such _____

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Please see Proposal
Submitted July 17th
2014

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; 1934
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; URS Corporation - New York is 100% owned by URS Corporation.
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 100,000 Employees
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 81 Years

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company New York City Department of Design and Construction

Contact Person Mikhail Kliger, PE

Address 30 30 Thomson Avenue

City/State New York, New York 10041

Telephone 718.391.2182

Fax # _____

E-Mail Address _____

Company New York City Department of Transportation Division of Bridges

Contact Person Mr. Walter Kulczycki

Address 2 Rector Street

City/State New York, New York 10006

Telephone 212.778.1928

Fax #

E-Mail Address

Company New Jersey Department of Environmental Protection

Contact Person Donna Mahon

Address 33 West State Street, 9th Floor

City/State Trenton, NJ 08625-0230

Telephone 609.341.5313

Fax #

E-Mail Address Donna.Mahon@dep.state.nj.us

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas J. Clancy, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31st day of August

2015

Mariana Shefler
Notary Public

MARIANA SHEFLER
Notary Public, State of New York
No. 01SH6231570
Qualified in Queens County
Commission Expires November 20, 2016

Name of submitting business: URS Corporation - New York

By: Thomas J. Clancy, PE
Print name
Thomas J. Clancy
Signature

CEO for Professional Engineering

Title

08 / 31 / 2015
Date

Report Name : Management Structure
 Filtered By : -
 Exported By : Carol Brandenburg-Smith
 Exported On : 05/11/2015
 Entity Name: URS Corporation - New York

Name	Title	Job Title	Role Start	Last Elected	Signer For
Clancy, Thomas J.	Director	Director	05/15/2009	09/12/2014	Yes
Isola, Michael C.	Director	Director	09/12/2014	09/12/2014	All
Spencer, John P.	Director	Director	11/14/2008	01/01/2014	All
Adams, William E.	Vice President	Chief	01/01/2015	01/01/2015	All
Margaret					
Aminstorg, Glenn L.	Vice President	Officer	01/01/2009	01/01/2015	All
Bast, Albert J. III	Senior Vice President	Officer	12/01/2005	01/01/2015	All
Berchlynn, Scott A.	Vice President	Officer	01/01/2010	01/01/2015	All
Brandenburg-Smith, Carol F.	Secretary	Chief	03/13/2015	03/13/2015	All
Brice, Donald A.	Vice President	Officer	01/01/2009	01/01/2015	All
Cana, Octavio	Vice President	Officer	05/28/2004	01/01/2015	All
Clancy, Thomas J.	Chief Executive Officer - Professional Engineering	Officer	03/07/2013	01/01/2015	All
Debnash, Jon	Vice President	Officer	01/01/2012	01/01/2015	All
Discoli, Richard Edward	Treasurer	Officer	01/01/2015	01/01/2015	All
Fickler, Dominick J.	Vice President	Officer	11/01/2003	01/01/2015	All
Fiez, Louis	Assistant Vice President	Officer	06/01/2014	01/01/2015	All
Gill, Angela C.	Assistant Secretary	Officer	03/13/2015	03/13/2015	All
Glisanan, James M.	Vice President	Officer	07/01/2005	01/01/2015	All
Hagedorn, John S.	Vice President	Officer	01/01/2010	01/01/2015	All
Harvey, Robert N.	Vice President	Officer	07/01/2012	01/01/2015	All
Hinkle, Raymond L.	Vice President	Officer	08/01/2001	01/01/2015	All
Isola, Michael C.	Vice President	Officer	08/21/2013	01/01/2015	All
Knoury, Majed A.	Vice President	Officer	06/01/2001	01/01/2015	All
Lang, Mark E.	Vice President	Officer	01/01/2010	01/01/2015	All
Leshy, George A.	Vice President	Officer	08/01/2001	01/01/2014	All
McAvan, Thomas	Vice President	Officer	08/01/2001	01/01/2015	All

Marrman, William N.	Vice President	Officer	01/01/2011	01/01/2015	All
McPherson, Thomas M.	Vice President	Officer	07/01/2008	01/01/2015	All
Murphy, Robert E.	Vice President	Officer	08/01/2001	01/01/2015	All
Myers-Graham, Beth A.	Vice President	Officer	01/01/2009	01/01/2015	All
Quiat, Ira C.	Vice President	Officer	07/01/2005	01/01/2015	All
Rudd, William T. "Troy"	Controller	Officer	01/01/2015	01/01/2015	All
Spencer, John T.	Senior Vice President	Officer	01/01/2007	01/01/2015	All
Spina, Patsy T.	Vice President	Officer	07/01/2005	01/01/2015	All
Sunne, Joseph B.	Vice President	Officer	01/01/2009	01/01/2015	All
Tennant, Laurence	Vice President	Officer	01/01/2010	01/01/2015	All
Totten, Peter A.	Vice President	Officer	01/01/2009	01/01/2015	All
Wasserman, L. B.	Senior Vice President	Officer	08/02/2001	01/01/2015	All
Luit, Stephen A.	Vice President	Officer	01/01/2011	01/01/2015	All
Wilkins, Michael	Chief Executive Officer - Land Surveying	Officer	03/24/1998	01/01/2015	All

B.P. BARBER & ASSOCIATES, INC.

57-0262530

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	370 California Street, 4th Floor, San Francisco, CA 94104
John A. Bischoff	Director	1333 Broadway, Suite 800, Oakland, CA 94612
Thomas W. Bishop	Director	370 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	Director	370 California Street, Suite 2600, Los Angeles, CA 90067
Charles E. Brown	Director	1333 Broadway, Suite 800, San Francisco, CA 94104

E.C. DRIVER & ASSOCIATES, INC.

59-2375705

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Timothy H. Keener	Director	1600 Perimeter Park Dr., Ste. 400, Morrisville, NC 27560
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Mario Echagarrin	President	150 E. Palmetto Park Rd., #400, Boca Raton, FL 33432
Keenan E. DeFovoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol E. Branderham-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

FORERUNNER CORPORATION

84-1344715

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Delecoli	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Dean-Laburn-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ARCHITECTS/ENGINEERS, INC.

22-3108395

James M. Gilsenan	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
Thomas J. Clancy	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
Thomas W. P. Mahop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ARCHITECTURE - OREGON, INC.

01-0797742

James R. Young	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
William T. "Trey" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Michael Rosenfeld	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan F. Delmon	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ARCHITECTURE & ENGINEERING - NEW YORK, P.C.

51-0494000

Thomas J. Clancy	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
John F. Spencer	Director	One Penn Plaza, Suite 600, New York, NY 10119
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	CEO, Architecture	2020 K Street NW, Suite 300, Washington, DC 20006
John F. Spencer	CEO, Prof. Engineering	One Penn Plaza, Suite 600, New York, NY 10119
John F. Spencer	Treasurer	One Penn Plaza, Suite 600, New York, NY 10119
James Gillman	VP, Secretary	1255 Broad Street, Suite 201, Clifton, NJ 07013

URS CONSTRUCTION SERVICES, INC.

59-3662286

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Timothy Keener	Director	1600 Perimeter Park Dr., Ste 400, Morrisville, NC 27560
William T. "Toby" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Delaney	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol E. Brandenburg Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION - NORTH CAROLINA

94-3410041

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William T. "Trey" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Timothy Keener	Director	1600 Perimeter Park Dr., Ste. 400, Morrisville, NC 27560
Robert MacWilliams	Director	6000 Fairview Road, Suite 200, Charlotte, NC 28210
Dennis Hoyle	Director	1600 Perimeter Park Dr., Ste. 100, Morrisville, NC 27560
Lori Molitor	Director	6000 Fairview Road, Suite 200, Charlotte, NC 28210
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION

94-1716908

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
William T. "Trey" Padd	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1900 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol E. Ryan-Walton Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION AES

06-1258488

Michael G. Wilmes	Director	500 Enterprise Dr., Suite 3B, Rocky Hill, CT 06067
Ronald Sacchi	Director	500 Enterprise Dr., Suite 3B, Rocky Hill, CT 06067
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	President	2020 K Street NW, Suite 300, Washington, DC 20006
Keenan B. Dwyer	Secretary	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol S. Parnell-Jones Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION ARCHITECTURE, P.C.

94-3397454

James Singeltary	Director	277 West Nationwide Blvd., Columbus, OH 43215
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	President	2020 K Street NW, Suite 300, Washington, DC 20006
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION GREAT LAKES

38-1776252

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
James R. Lindemann	Director	277 West Nationwide Blvd., Columbus, OH 43215
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Kenneth F. DeJoy II	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol F. Brandenburg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION SERVICES

23-1891899

Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Nabil Jammal	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
William T. "Toby" Pugh	Director	1929 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Pugh	President	300 California Street, 4th Floor, San Francisco, CA 94104
Kevin P. Pugh	President	1000 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carel E. Brandelohy Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION SOUTHERN

59-2087895

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Timothy Keener	Director	1600 Perimeter Park Dr., Ste. 400, Morrisville, NC 27560
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol E. Brandenberg Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS CORPORATION - OHIO

34-0939859

William T. "Troy" Rudd	Director	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
James R. MacFarlane	Director	277 W. Nationwide Blvd., Columbus, OH 43215
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan F. DeMott	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol E. Brandenberg-Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS INTERNATIONAL, INC.

94-3128864

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William T. "Tony" Bishop	President	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Theodore W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Deisell	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol E. Broadshuskey Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS GREINER WOODWARD-CLYDE CONSULTANTS, INC.

94-1684024

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William Ettenger	Director	8181 East Tufts Avenue, Denver, CO 80237
William T. "Trey" Field	Director	1990 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas J. Clancy	CEO-Engineering	1255 Droad Street, Suite 201, Clifton, NJ 07013
Keenan F. DeLong	Technical	1990 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol E. Bran-Louise Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

URS ALASKA, LLC

26-2223260

Thomas W. Bishop	Member Representative	300 California Street, 4th Floor, San Francisco, CA 94104
William Ettenger	Member Representative	8181 East Tufts Ave., Denver, CO 80237
William Ettenger	President	8181 East Tufts Ave., Denver, CO 80237
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol E. Prondalony Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

LOPEZGARCIA GROUP, INC.

75-2246645

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
William T. "Tom" Field	Member	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan E. Driscoll	Treasurer	1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067
Carol E. Brann Johnson Smith	Secretary	One Montgomery Street, Suite 900, San Francisco, CA 94104

CLAY STREET PROPERTIES

94-1730815

William T. "Troy" Rudd

Director

1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067

Keenan E. Driscoll

Treasurer

1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067

Carol F. Brandenbury-Smith

Secretary

One Montgomery Street, Suite 900, San Francisco, CA 94104

URS-STEVENSON ARCHITECTURE, P.C.

20-4839422

James P. Singeltary	Director	277 West Nationwide Blvd., Columbus, OH 43215
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	President & Treasurer	2020 K Street NW, Suite 300, Washington, DC 20006
James P. Singeltary	VP & Secretary	277 West Nationwide Blvd., Columbus, OH 43215

URS CORPORATION SOUTHEAST

20-8721000

Steven R. Flukinger	Director	917 Western America Circle, Suite 400, Mobile, AL 36609
James P. Singgathong	Director	277 West Nationwide Blvd., Columbus, OH 43215
James P. Singgathong	President & Treasurer	2020 K Street NW, Suite 300, Washington, DC 20006
Steven R. Flukinger	VP & Secretary	917 Western America Circle, Suite 400, Mobile, AL 36609

Appendix H
PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

A. Errors, Omissions and Changes:

If during the performance of the contract issued pursuant to this RFP, either of the following occurs, the selected proposer shall promptly give notice in writing of the situation to the County, and therefore cooperate with the County's review and investigation of such information.

- i) Selected proposer has reason to believe that any representation or answer to any question contained in this Questionnaire was not accurate or complete at the time this Questionnaire was signed; or
- ii) Events occur or circumstances change so that an answer to any question in Appendix H is no longer accurate or complete.

In the County's sole discretion, the following shall constitute grounds for the County to take remedial action up to and including immediate termination of the contract issued pursuant to this RFP for convenience without payment for profit and overhead for work not performed if:
i) Proposer fails to notify the County as required by this provision: ii) Proposer fails to cooperate with the County's request for additional information as required by this article.

B. Inquiries:

The County reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the County. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract issued pursuant to this RFP if it is awarded to Proposer.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name _____
Business address _____
City/state/zip _____

SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name
Thomas J. Clancy, PE

Business address
One Penn Plaza, Suite 600

City/state/zip
New York, New York, 10119

Telephone
212.736.4444

Other present address(es)

City/state/zip

Telephone

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President ___/___/___ Treasurer ___/___/___

Chairman of Board ___/___/___ Shareholder ___/___/___

CEO for Professional Engineering

Chief Exec. Officer 03 / 7 / 13 Secretary ___/___/___

Chief Financial Officer ___/___/___ Partner ___/___/___

Vice President ___/___/___ ___/___/___

(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose

automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract and/or had any contract cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ____ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ____ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ____ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ____ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ____ If Yes, provide details for each such year.
-

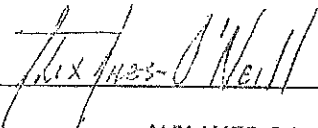
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas J. Clancy, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17 day of July 2014.

Notary Public



ALDA AMES O'NEILL
Notary Public, State of New York
No. 01AM4987603
Qualified in Suffolk County
Commission Expires April 16, 2016

URS Corporation - New York

Name of submitting business

Thomas J. Clancy, PE

Print name

Signature

Vice President

Title

07 / 17 / 14
Date

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas J. Clancy, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28th day of August 2015

Mariana Shefler
Notary Public

MARIANA SHEFLER
Notary Public, State of New York
No. 01SH6231570
Qualified in Queens County
Commission Expires November 29, 2018

URS Corporation - New York
Name of submitting business

Thomas J. Clancy
Print name

TJ Clancy
Signature

CEO - Professional Engineering
Title

8 / 28 / 15
Date

Appendix J
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix J are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions.

In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

(h) _____

(i) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(j) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(k) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(l) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix J, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix J or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to

the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(n) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

As used in this Appendix J the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix J.

As used in this Appendix J the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix J the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix J the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix J "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix J the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix J the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix J, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix K
NASSAU COUNTY GIS BASEMAP LICENSE AGREEMENT

CONSULTANT DATA LICENSE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), dated as of <date>, among (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "Department") , (ii) <Licensee Organization>, <Licensee Address>, <Licensee City, State, ZIP> (the "Licensee") and (iii) <Contracting Organization>, <Address>, <City, State, ZIP> (the "Contracting Organization").

1. Term. This Agreement is effective from the date of execution and will remain in effect until completion of Licensee's contracted activity or until terminated by the County, the Contracting Organization, or the Licensee.

2. Contract Definitions.

(a) "Basemap" shall mean any and all components of the digital files that comprise the Nassau County Geographic Information System ("NCGIS"), regardless of format, media or content. This shall include any digital data distributed under this Agreement, regardless of its original source or format. The Basemap is the Official Basemap for the NCGIS.

(b) "Licensee" shall mean the organization identified on the face page of this License.

(c) "Multi-Participant Organization" shall mean a town, village, city, special district, or other political subdivision located within the County, or a federal or state agency, with a "Nassau County Basemap License Agreement" in effect.

(d) "Contracting Organization" shall mean (i) an agency or department of the County with a signed "Inter-Departmental Memorandum of Understanding" made in connection with or relating to the Basemap or (ii) a Multi-Participant Organization.

(e) "Derivative Products" shall mean all works created by the Licensee which are based upon or incorporate all or part of the Basemap, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation, or any other form in which the Basemap may be recast, transformed, or adopted.

(f) "Technical Committee" shall mean the committee established for technical oversight of Nassau County GIS. The Nassau County GIS Coordinator chairs this committee.

3. License; Use of the Basemap. (a) The County grants the Licensee a non-exclusive license to use the Basemap in accordance with the terms and conditions of this Agreement.

(b) The Licensee agrees to use the Basemap, including, without limitation, the data contained therein, solely for the purpose of performing its contract with the Contracting Organization. All such activity must be in conformance with the "Nassau County Basemap License Agreement" or the "Inter-Departmental Memorandum of Understanding" between the County and the Contracting Organization. Under no circumstances is information from NCGIS to be used for any other function or purpose within or by the Licensee or anyone in the Licensee's organization. Upon completion of the contracted activity with the Contracting Organization, Licensee shall cease all use of the County's data and return all copies of said data.

(c) The provisions of this section shall survive termination of this Agreement.

4. Modifications of the Basemap. (a) All proposed changes or modifications to the Basemap shall be reported to the Technical Committee within a reasonable period of time. Reporting standards are defined in the "Guide to Multi-Participant Activities."

(b) The Licensee shall designate a single representative who will coordinate the submission of all such change requests.

5. Licensee Created Data. The County reserves the right to incorporate any Licensee created data into the County's database upon request, or upon completion or termination of the Licensee's contract with its Contracting Organization. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the "NCGIS Geographic Data Standards" or in a mutually agreeable format.

6. Distribution of the Basemap. The Basemap is to be retained by the Licensee while performing services for its Contracting Organization. In no instance is the Basemap to be sold, leased, copied, loaned, or transferred, in whole or part, to any person or entity including a government or political subdivision. Any release of information made in connection with a request under the Freedom of Information Law or similar laws that is associated with the use of or contents of the Basemap must be authorized by the County in writing prior to the release of any information associated with said request.

7. Ownership. This Agreement does not constitute a transfer of title or interest in the Basemap. Any portion of the Basemap that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form Derivative Products, shall continue to be subject to the provisions of this Agreement. The County retains sole ownership of the Basemap, including all portions and

contents thereof, and the County shall be the sole owner of all Derivative Products.

8. Copyright. All publications using any of the Basemap files for release to the public or others outside the Licensee's organization must include the notices hereinafter set forth. Such publications include all paper or film plots made using the copyrighted files, and reports, or derivative works, except those that are working copies and which are not released outside of the Licensee's organization. The notice shall read as follows:

BASEMAP COPYRIGHT, 2011, COUNTY OF NASSAU, N.Y.

Upon notification of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required.

9. License Usage Requirements. The Licensee represents that it has a valid contract with a Contracting Organization and such contract requires the use by the Licensee of the Basemap. The Licensee further represents that, to the best of the Licensee's knowledge after due inquiry, the Contracting Organization, with which the Licensee has the contract, is either currently authorized or is actively engaged in efforts to become authorized to use the Basemap. The effectiveness of this agreement is conditioned upon the execution by the Contracting Organization of its signature page to this Agreement, which signature page includes a certification.

10. Independent Contractor. The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

11. No Arrears or Default. The Licensee is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

12. Compliance With Law.

(a) Generally. The Licensee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all

statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Licensee acknowledges that Licensee Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Licensee of such request prior to disclosure of the Information so that the Licensee may take such action as it deems appropriate.

(c) Protection of Client Information. The Licensee further acknowledges that in the course of this Agreement the Licensee may have access to and/or be in possession of proprietary or confidential information of the County. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. The Licensee agrees to use the Confidential Information solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the County's consent. The Licensee shall maintain the Confidential Information of the County in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Access to Confidential Information shall be restricted to those of the party's personnel with a need to know and engaged in a permitted use.

The foregoing shall not prohibit or limit the Licensee's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (1) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. The Licensee shall not use the Confidential Information of the County for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. The Licensee may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Licensee and County relating to Licensee's Services for the County or this Agreement.

The provisions of this subsection shall survive the termination of this Agreement.

13. Minimum Service Standards. Regardless of whether required by Law: (a) The Licensee shall, and shall cause Licensee Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or

property.

(b) The Licensee shall conform to the latest version of the NCGIS Geographic Data Standards. The Licensee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Licensee Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Licensee shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Licensee's responsibilities under this Agreement.

(d) The provisions of this subsection shall survive the termination of this Agreement.

14. Indemnification; Defense; Cooperation. (a) The Licensee shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Licensee or a Licensee Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

(b) The Licensee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Licensee's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Licensee is responsible under this Section, and, further to the Licensee's indemnification obligations, the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) **The Licensee shall, and shall cause Licensee Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Licensee and/or a Licensee Agent in connection with this Agreement.**

(d) The provisions of this Section shall survive the termination of this Agreement.

15. Disclaimer. (a) The County makes no claim as to the accuracy of the Basemap and its associated data tables and assumes no responsibility for their positional or content accuracy.

The County makes no claim as to the ability of the Basemap to fulfill the application requirements of the Contracting Organization or Licensee.

(b) In providing data or access to data, the County assumes no obligation to assist the Licensee in the use of the data or in the development, use, or maintenance of any applications applied to the data.

(c) The County assumes no responsibility for the accuracy of any subsequent copies of the licensed data, made and distributed within the Licensee's organization.

16. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

17. Termination. This Agreement may be terminated (i) for any reason by any party to this Agreement upon thirty (30) days' written notice and/or (ii) for "Cause" by the County. Termination is effective thirty (30) days from the receipt of such notice, except where such termination is for Cause. Where termination is for Cause, termination is effective immediately upon receipt of such notice. Upon such termination, the Licensee must cease use of all licensed data and return the same to the County.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for services to which this Agreement or related agreements relate.

18. Accounting Procedures; Records. The Licensee shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Licensee is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated

representatives. The provisions of this Section shall survive the termination of this Agreement.

19. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

20. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner of Information Technology, at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, (iii) if to the Licensee, to the attention of the person who executed this Agreement on behalf of the Licensee at the address specified above for the Licensee, and (iv) if to the Contracting Organization, to the attention of the person who executed this Agreement on behalf of the Contracting Organization at the address specified above for the Contracting Organization, or in each case to such other persons or addresses as shall be designated by written notice.

21. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

22. **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

23. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

EXHIBIT E
SUPPLEMENTARY CONDITIONS FOR CONTRACTS

DEFINITIONS

“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”:

“Contractor”:

For purposes of contractual arrangements below those that are between the Subrecipient and the Contractor, as defined above, references in these Supplementary Conditions to “Subrecipient” shall be deemed to also refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between the aforementioned parties.

ORDER OF PRECEDENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

PART I: REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** When subcontracting, the Contractor shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

A. Placing unreasonable requirements on firms in order for them to qualify to do business,

B. Requiring unnecessary experience and excessive bonding,

C. Noncompetitive pricing practices between firms or between affiliated companies,

D. Noncompetitive awards to consultants that are on retainer contracts,

E. Organizational conflicts of interest,

~~E. Specifying only a brand name product instead of allowing an equal product to be offered~~
and describing the performance of other relevant requirements of the procurement, and

G. Any arbitrary action in the procurement process.

The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. **ASSIGNABILITY.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

12. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. **LOBBYING (Applicable to contracts exceeding \$100,000).** The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000). The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

15. ACCESS TO RECORDS. The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. MAINTENANCE/RETENTION OF RECORDS. All records connected with this contract will be maintained in a central location and will be maintained for a period of at least

four (4) years following the date of final payment and close-out of all pending matters related to this contract.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 24 C.F.R. § 85.36 or 24 C.F.R. § 84.44 as applicable. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

22. NONDISCRIMINATION (Applicable to construction contracts and subcontracts exceeding \$10,000). The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279 of December 12, 2002. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- H. Contractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;
 6. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
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- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for

Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Irrespective of any applicable federal reporting requirements, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. FAIR HOUSING ACT. Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

LABOR PROVISIONS

27. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation). The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

30. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

31. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);

- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R. Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

PART II: REQUIRED STATE PROVISIONS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Subrecipient, Governor's Office of Storm Recovery ("GOSR"), and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.

2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

4. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such

action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation:
- B. At the request of the Subrecipient or GOSR, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the

Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

6. **OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

7. **PROPRIETARY INFORMATION.** All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

8. **COPYRIGHT.** If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

9. **ENVIRONMENTAL LAWS.** Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

10. **SECTION HEADINGS.** The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

11. **COUNTERPARTS.** This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. **GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. **WORKERS' COMPENSATION.** This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

14. **NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

15. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

16. **NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. **LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

18. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

19. **GENERAL RESPONSIBILITY LANGUAGE.** The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

20. **SUSPENSION OF WORK (for Non-Responsibility).** The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

21. **TERMINATION (for Non-Responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

22. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the

person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

PART III: INSURANCE

- A. Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:
- a. Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured.
 - b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
 - c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
 - d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
 - e. Excess Liability Insurance. Not less than Eight Million Dollars (\$8,000,000) in the aggregate and per occurrence or per claim. This insurance shall be excess of the insurance in items 1, 2 and 3 above and shall be written on an occurrence and follow form basis. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured for excess coverage with respect to the type of coverage set forth in item 1 above.
-
- B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
- C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d, but not for item e; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

PART IV: REPORTING

Elation Systems, Inc. is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov.

Appendix M
EXECUTIVE ORDER NO. 2 - 2015

**EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY
GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY
THOSE DOING BUSINESS WITH NASSAU COUNTY**

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: _____

May 15, 2015



EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

6. List all affiliated and related companies and their relationship to the firm entered on line 1 above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties. Name, title, business address and telephone number of lobbyist(s):

(a) .Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

(b) — List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: _____

Signed: _____

Print Name: _____

Title: _____

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Supplementary Conditions Forms

Governor's Office of Storm Recovery
Supplementary Conditions for Contracts

INTRODUCTORY STATEMENT

"Project" or "Program": Five Towns Drainage Study

Project Location: Villages of Cedarhurst, Lawrence, Hewlett Harbor, Hewlett Bay Park, Hewlett Neck and Woodsburgh, and the unincorporated areas of Hewlett, Inwood, and Woodmere, Nassau County, New York

"Subrecipient": Nassau County, New York

"Contractor": (Name and Address): _____ URS Corporation-New York _____
_____ 1 Penn Plaza, Suite 600, New York, NY 10119 _

Contract Number: _____

"Insurance Requirements": See Attachment A to Introductory Statement

Housing Trust Fund Corporation ("HTFC" or "Grantee"), acting through the Governor's Office of Storm Recovery ("GOSR") has entered into a Subrecipient Agreement with the Subrecipient for a grant of Community Development Block Grant Disaster Recovery ("CDBG-DR") funds for purposes of the design and construction of the Project (the "Subrecipient Agreement"). This grant represents a portion of CDBG-DR funds received or to be received under the Federal CDBG-DR program administered by the U.S. Department of Housing and Urban Development ("HUD") to fund necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Hurricane Sandy and other eligible events (subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously or hereafter granted by HUD).

Subrecipient is a municipal government or other government agency, which will use its own form contracts and other project agreements for the Project. However, as a condition to receiving CDBG-DR funds for the Project, Subrecipient is required to include these Supplementary Conditions in each contract which it enters into for the applicable project and to require all contractors to include these Supplementary Conditions in every subsequent subcontract and lower-tiered subcontracts so that such provisions are binding upon each contractor, subcontractor and lower-tiered subcontractor. Among other things, as set forth more specifically below, these Supplementary Conditions (a) include GOSR requirements which may not otherwise be included in the contract; (b) define the order of precedence for the interpretation and enforcement of the various parts and provisions of the contract (including these Supplementary Conditions); and (c) add certain other provisions which GOSR deems necessary or desirable for the orderly administration and enforcement of the contract. For purposes of subcontracts, references in these Supplementary Conditions to "Subrecipient" shall be deemed to refer to Contractor, and references to "Contractor" shall be deemed to refer to the applicable subcontractor. For purposes of lower-tiered subcontracts, references in these Supplementary Conditions to "Subrecipient" shall be deemed to refer to the applicable subcontractor, and references to "Contractor" shall be deemed to refer to the applicable lower-tiered subcontractor.

Accordingly, Subrecipient and Contractor have signed below to evidence their agreement to (a) incorporate into the contract these Supplementary Conditions (which shall be deemed "Contract Documents" under the contract), (b) include these Supplementary Conditions in all subcontracts under the contract, and (c) require that all subcontractors reproduce these Supplementary Conditions in all lower-tiered subcontracts under the contract. By signing below, contractor agrees to comply with the terms and conditions of these Supplementary Conditions and to complete and submit the forms contained herein as required under these Supplementary Conditions and the instructions on the forms. Contractor hereby certifies, affirms, stipulates, represents and warrants to all provisions contained herein requiring such certification, affirmation, stipulation, representation or warranty, as applicable.

DATE: _____

SUBRECIPIENT
NASSAU COUNTY, NEW YORK

By: _____
Name:
Title:

CONTRACTOR NAME:

URS Corporation New York

By: TH Clancy
Name: Thomas Clancy, PE
Title: Vice President

Attachment A to Introductory Statement

INSURANCE REQUIREMENTS

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" and the "Housing Trust Fund Corporation" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) Indemnity. Contractor shall ensure that, with respect to any insurance-related obligations imposed upon Contractor and/or its subcontractors, the Housing Trust Fund Corporation ("HTFC") shall have and enjoy each and all of the same protections, rights and benefits as the Subrecipient. Without limiting the generality of the foregoing, each and all of the insurance-related protections, rights, and benefits of the Subrecipient vis-à-vis the Contractor and/or its subcontractors and shall include HTFC to the same extent as the Subrecipient, including but not limited to HTFC being indemnified, defended, and held harmless by Contractor and its subcontractors, being named as an additional insured on all of Contractor's or its subcontractor's policies of insurance, and being provided copies of all such policies and other evidence of insurance.

NO TEXT ON THIS PAGE

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name:		Report includes: <input type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name:		Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified									
EEO-Job Category	Workforce by Gender		Race/Ethnic Identification						Veteran (M) (F)
	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)	Disabled (M) (F)	
Officials/Administrators									
Professionals									
Technicians									
Service Maintenance Workers									
Office/Clerical									
Skilled Craft Workers									
Paraprofessionals									
Protective Service Workers									
Totals									

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	EMAIL ADDRESS:	
SUBMIT COMPLETED WITH BID OR PROPOSAL		

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total workforce.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Workforce by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male (M)
or Female (F)

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Address:

City, State, Zip Code:

Region/Location of Work:

Federal Identification Number:

Solicitation Number:

Telephone Number:

M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED MBE WBE			
B.	NYS ESD CERTIFIED MBE WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).

PREPARED and APPROVED BY: NAME AND TITLE OF PREPARER (Print or Type):		REVIEWED BY: DATE:
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Signature: _____ Authorized Signature DATE: _____ TELEPHONE NO: _____ EMAIL ADDRESS: _____	UTILIZATION PLAN APPROVED: YES NO Date: _____ Contract No: _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ NOTICE OF DEFICIENCY ISSUED: YES NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: YES NO Date: _____
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SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

NO TEXT ON THIS PAGE

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.			
Offeror/Contractor Name:	Federal Identification No.:		
Address:	Solicitation/Contract No.:		
City, State, Zip Code:	M/WBE Goals: MBE	%	WBE %
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.			
Contractor is requesting a:			
1. MBE Waiver – A waiver of the MBE Goal for this procurement is requested.	Total	Partial	
2. WBE Waiver – A waiver of the WBE Goal for this procurement is requested.	Total	Partial	
3. Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.)	Date of such filing with Empire State Development: _____		
PREPARED BY (Signature):	Date:		
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.			
Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:	
Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit:	***** FOR AGENCY USE ONLY *****		
New York State Governor's Office of Storm Recovery 25 Beaver Street, 5 th Floor New York, NY 10004	REVIEWED BY: DATE:		
Email to: MWBE_EEOReports@stormrecovery.ny.gov	Waiver Granted: YES	MBE:	WBE:
	Total Waiver	Partial Waiver	
	ESD Certification Waiver	*Conditional	
	Notice of Deficiency Issued		
	*Comments:		